MIAMIBEACH

City Commission Meeting City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive June 8, 2016

Mayor Philip Levine Commissioner John Elizabeth Alemán Commissioner Ricky Arriola Commissioner Michael Grieco Commissioner Joy Malakoff Commissioner Kristen Rosen Gonzalez Commissioner Micky Steinberg

City Manager Jimmy L. Morales City Attorney Raul J. Aguila City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach, entitled "Lobbyists," requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the Office of the City Clerk. Questions regarding the provisions of the Code should be directed to the Office of the City Attorney.

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In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to an alternate meeting date. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

AGENDA KEY

Consent Agenda:

C2 - Competitive Bid Reports

C4 - Commission Committee Assignments

C6 - Commission Committee Reports

C7 - Resolutions

Regular Agenda:

R2 - Competitive Bid Reports

R5 - Ordinances

R7 - Resolutions

R9 - New Business & Commission Requests

R10 - City Attorney Reports

AGENDA

- 1. Call to Order 8:30 a.m.
- 2. Inspirational Message and Pledge of Allegiance
- 3. Requests for Additions, Withdrawals, and Deferrals
- 4. Recess for lunch at approximately 12:00 p.m.

CONSENT AGENDA

C2 - Competitive Bid Reports

C2A Request For Approval To Issue A Request For Qualifications (RFQ) No. 2016-147-KB For Construction Manager At Risk (CMR) For Restoration Of Convention Center - Carl Fisher Clubhouse.

(Procurement/Capital Improvement Projects)

- C2B Request For Approval To Award A Contract Pursuant To Invitation To Bid (ITB) No. 2016-032-AK For The Purchase Of Bicycles And Related Parts, Accessories And Repair Services.

 (Procurement/Parks & Recreation/Police)
- C2C Request For Approval To Award Contracts Pursuant To Invitation To Bid (ITB) No. 2016-048-MT For Electric Motor Rewind, Pump Repair, Rebuild And Maintenance.

 (Procurement/Public Works)
- C2D Request For Approval To Award Contracts Pursuant To Invitation To Bid (ITB) No. 2016-050-MT For Fire Alarm Monitoring Services, Annual Inspections, Testing, Certification, And Repairs Citywide.

(Procurement/Public Works)

C2E Request Approval To Exercise Term Renewal Options On Contracts For Routine Operational Requirements.

(Procurement)

C4 - Commission Committee Assignments

C4A Referral To Neighborhood/Community Affairs Committee Six Proposed Art In Public Places (AiPP) Projects For Placement At The Miami Beach Convention Center Renovation And Expansion Project (MBCC Project).

(Tourism, Culture & Economic Development)

C4B Referral To Finance And Citywide Projects Committee - Discussion On Increasing The Living Wage Rate For Fiscal Year 2016-2017 In Accordance With City Code's General Ordinances, Chapter 2, Article VI, Division 6, Section 2-408.

(Procurement)

C4C Referral To Finance And Citywide Projects Committee - Discussion Regarding Building A Satellite City Center At The North Beach Police Station.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

C4D Referral To The Neighborhood/Community Affairs Committee To Discuss The Condition Of Miami Beach Sidewalks.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

C4E Referral To The Finance And Citywide Projects Committee - City Attorney's Annual Review/Contract Renewal.

(Sponsored by Mayor Philip Levine)

- C4F Referral To Finance And Citywide Projects Committee Regarding The Exchange Of Property With The Owner Of 5860 North Bay Road In Order To Resolve The Existing Boundary Lines, And The Location Of A Future City Pump Station And Sewer Line.

 (Sponsored by Commissioner Joy Malakoff)
- C4G Referral To The Neighborhood/Community Affairs Committee To Consider Charging Non-Miami Beach Residents For Trolley Use.

 (Sponsored by Commissioner Kristen Rosen Gonzalez)
- C4H Referral To The Planning Board Proposed Ordinance Amendment Pertaining To Alcohol Regulations For Properties South Of Fifth Street.

(Sponsored by Commissioner Michael Grieco) (Legislative Tracking: Planning)

C4I Referral To The Neighborhood/Community Affairs Committee A Discussion On The Possibility Of Making Improvements/Enhancements To The Police North Beach Sub Station Also Known As The NESS.

(Sponsored by Vice-Mayor Micky Steinberg)

C4J Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Healthier Snacks In Our Vending Machines.

(Sponsored by Vice-Mayor Micky Steinberg)

C4K Referral To Neighborhood/Community Affairs Committee - Discuss The Installation Of Sunscreen Dispensers In All Parks And Pools Where Children Programs Are Managed By The City.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

- C4L Referral To Neighborhood/Community Affairs Committee Presentation And Discussion On The City Of Miami Beach Intelligent Transportation System And Smart Parking System Project.

 (Transportation)
- C4M Referral To The Finance And Citywide Projects Committee Meeting Of June 17, 2016 Discussion Regarding The Bass Museum Budget Enhancement.

 (Sponsored by Commissioner Joy Malakoff)
- C4N Referral To The Land Use And Development Committee And Planning Board Ordinance Amendments For Transit Intermodal Facilities: A). CDMP Amendment Implementing The Transit Intermodal Facilities Component Of The Transportation Master Plan; And B). Amendments To The Land Development Regulations Of The City Code Regarding Height And Accessory Use Requirements For Main Use Parking Structures And Transit Intermodal Facilities.

 (Transportation)
- C4O Referral To The Planning Board An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden.

(Sponsored by Commissioner Michael Grieco)
(Office of the City Attorney)

C4P Referral To The Planning Board Regarding An Ordinance Change For The North Beach Town Center Districts.

(Sponsored By Commissioner John Elizabeth Alemán)

- C4Q Referral To The Land Use And Development Committee And The Planning Board An Amendment To Sec 142-1111 Of The City Code, To Address The Eligibility Requirements For The Short-Term Rental Of Apartment Units Within The Collins Waterfront Local Historic District. (Sponsored By Commissioner John Elizabeth Alemán)
- C4R Referral To The Finance And Citywide Projects Committee Discussion Regarding Payment To Bass Museum Of \$150,000 Towards The Programming In The Newly Added Renovated Exhibition Space. This Is Reimbursement Of Permitting And Parking Fees For The New Construction.

(Sponsored by Commissioner Joy Malakoff)

- C4S Referral To The Sustainability And Resiliency Committee A Discussion On Our Anti-Idling Policy. (Sponsored by Vice-Mayor Micky Steinberg)
- C4T Referral To The Planning Board Amendment To Chapter 114 "General Provisions," By Amending The Definition Of Floor Area.

(Sponsored by Commissioner John Elizabeth Alemán)

C4U Referral To The Sustainability And Resiliency Committee A Discussion On Storm Water Best Management Practices.

(Sponsored by Vice-Mayor Micky Steinberg)

C6 - Commission Committee Reports

- C6A Report Of The May 18, 2016 Land Use And Development Committee Meeting: 1. Discussion Regarding The Creation Of A Panel Of Architects To Review All New Single Family Home Construction. 2. Proposed Comprehensive Plan Amendment Related To Sea Level Rise And Compliance With 2015 Florida Senate Bill 1094, Entitled "Peril Of Flood". 3. Discussion Regarding Operational Regulations For Alcoholic Beverage Establishments South Of Fifth Street. 4. Discussion On The Transit Hub On The 500 Block Of Alton Road. 5. An Ordinance Amending Chapter 142 Of The City Code As It Pertains To Alcoholic Beverage Establishments On The West Side Of Alton Road And The South Side Of 17th Street, 6. Single Family Demolition Procedures. 7. Proposed Miami Beach Marina Redevelopment And Associated Legislative Changes. 8. Discussion Regarding Future Rooftop And Deck Accessory Bar Uses In The Sunset Harbour Neighborhood. 9. An Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The CD-3 District On 41st Street, In Order To Address Compatibility Issue With Surrounding Residential Districts. 10. Discussion Regarding A Proposed Ordinance Change For North Beach Town Center Districts. 11. Discussion Regarding Revising The Cultural Arts Neighborhood District Overly (CANDO).
- Report Of The May 13, 2016 Neighborhood/Community Affairs Committee Meeting: 1. Discussion Regarding A Commercial Use Permit Fee For City-Owned Property And City Parks Facilities. 2. Discussion Regarding Naming The Accessible Beach And Playground At Allison Park, 65th Street And Collins Avenue, "Sabrina's Beach And Playground At Allison Park." 3. Update On Muss Park Pavilion. 4. Discussion Regarding Proposed Site Options For New Fire Station No. 1. 5. Discussing Regarding A Design Competition For Implementing An Iconic Rainbow Crosswalk At The Intersection Of Ocean Drive And 12th Street. 6. Traffic Management Alternatives Discussed At The February 24, 2016 Commission Workshop On Traffic Management. 7. Discuss Having ADA Accessible Playground Components In All City Parks. 8. Discussion Regarding I-95 Express Lane Access To The Julia Tuttle Causeway. 9. Discussion On Encroachments In The Public Right-Of-Way. 10. Monthly Crime Update. 11. Discussion On Battle At The Beach. 12. Discussion Regarding Incorporating Low Floor Trolleys To Specifically Improve Accessibility For Seniors And The Disabled.

- C6C Report Of The May 20, 2016 Finance And Citywide Projects Committee Meeting: 1. Discussion Regarding Whether Or Not To Pursue Food And Beverage Concessions For Soundscape Park, Collins Park, And The Miami Beach Botanical Garden. 2. Discussion Regarding Implementing An Open Data Policy. 3. Discussion Regarding The Creation Of The Ocean Court Green Alley Española Way (East) Green Alley. 4. Discussion Regarding Miami New Drama Becoming The Resident Theater And Venue Manager For The Colony Theater As A Pilot Program. 5. Discussion Regarding A Competition Swimming Pool. 6. Discussion Regarding A Resolution Approving The Purchase Of Flood Insurance, All-Risk Property Insurance, Including Windstorm, Boiler & Machinery Insurance For City Buildings And Contents (Including New Construction); And Fine Arts Insurance (Bass Museum), As Proposed By Arthur J. Gallagher Risk Management Services, Inc., The City's Broker Of Record. 7. Discussion Regarding A New Lease Agreement, Between The City Of Miami Beach And South Florida Seniors In Action, Inc., At Southshore Community Center, 833 6th Street, Miami Beach, Florida. 8. Discussion To Work With Miami-Dade County Public Schools (MDCPS) To Assess The Viability And Interest In A City Of Miami Beach School Bus Service Within The 2-Mile Boundary Of School Bus Service Provided By MDCPS. 9. Discussion Regarding The Vacation Of A Portion Of The Alley Between Alton Road And West Avenue, Just South Of 17th Street - As Part Of A Proposed Mixed Use Project That Will Include Residential, Retail And Structured Parking, Including Public Parking. 10. Discussion Regarding 300 Alton Road. 11. Discussion To Consider Adopting The Disability Access Committee's Request For The City To Support Power Access Inc. For Disability Awareness Events.
- Report Of The May 18, 2016 Sustainability And Resiliency Committee: 1) Mayor's Blue Ribbon Panel On Flooding And Sea Level Rise Update. 2) Sustainability Committee Update. 3) Resiliency Strategy Update. 4) Discussion On Prohibiting Contractors From Using Roundup And Other Chemicals Labeled As Carcinogens In Public Spaces. 5) Discussion On The Elimination And/Or Phasing Out Of Gas-Powered Leaf Blower.s 6) Discussion The Seabin Project As An Option To Reduce Litter In The City's Waterways. 7) Discussion To Draft A Resolution Asking Miami-Dade To Ban Flubendiamide Within Its Agricultural Industry. 8) Discussion Regarding How Green Infrastructure Including Living Or Hybrid Shorelines Can Complement Grey Infrastructure In Our Climate Adaptation On Going Work. 9) Discussion Regarding The Creation Of Voluntary Smoke Free Zones/Block On The Beach Sand. 10) Discussion Regarding The Securing And Storage Of Commercial Dumpsters. 11) Discussion To Consider Establishing A City Sustainable Procurement Policy. 12) Discussion On Charging A 5¢ Fee On Plastic Bags Similar To That Approved By The New York City Council.

C7 - Resolutions

C7A Resolution Approving And Authorizing The City Manager, Or His Designee, To Apply For, Accept, And Appropriate Funding (Including Matching Funds And Any Related City Expenses), And Execute Any And All Documents Or Agreements In Connection With The Following Grants And Funding Requests: 1) Execute An Interlocal Agreement And An Annual Affidavit With Miami-Dade County For The FY 2015/16 Municipal Parking Fines Reimbursement Program, In The Approximate Amount Of \$50,000 To Improve Accessibility And Equal Opportunity To Qualified Persons Who Have Disabilities; 2) Children's Trust, Communities Outreach Activities Program In The Approximate Amount Of \$10,000 For The City's Family Service Day; And, 3) US Department Of Transportation, Florida Shared-Use Nonmotorized (SUN) Trail Network, For Funding In An Estimated Amount Of \$13 Million Over Five State Fiscal Years (SFY) From SFY 2017/18 - SFY 2021/22.

(Budget & Performance Improvement)

- C7B A Resolution Electing Commissioner Michael Grieco, Group II, As Vice-Mayor, For A Term Commencing On July 1, 2016 And Terminating On October 31, 2016.

 (Office of the City Clerk)
- C7C A Resolution, Authorizing The Mayor And City Clerk To Execute A Settlement Agreement And Mutual Release Between The City Of Miami Beach, Florida (City) And Trans Florida Development Corporation, In The Amount Of \$482,748 To Settle All Outstanding Claims Pertaining To The Right Of Way Infrastructure Improvement Program, Neighborhood No. 12/D/E/F, South Pointe Phases III, IV And V Project; Funding For The Final Payment To The Contractor Is Available From The Project Budget.

(Capital Improvement Projects)

C7D A Resolution Authorizing The Mayor And City Clerk To Execute A Settlement Agreement And Mutual Release Between The City Of Miami Beach, Florida (City) And Trans Florida Development Corporation, In The Amount Of \$300,000 To Settle All Outstanding Claims Pertaining To The Right Of Way Improvement Program, Neighborhood No. 8B, Bayshore - Lower North Bay Road Project; Funding For The Final Payment To The Contractor Is Available From The Project Budget.

(Capital Improvement Projects)

C7E A Resolution Approving And Authorizing The Acceptance Of \$7,500 Dollars In Sponsorships And Donations Made To The City For The City's Annual Fourth Of July Celebration Event.

(Communications)

- C7F A Resolution Adopting The City's One-Year Action Plan For Federal Funds For Fiscal Year 2016/2017, Which Includes The Budgets For The Community Development Block Grant (CDBG) Program And The Home Investment Partnerships (HOME) Program; Approving A Substantial Amendment To The Fiscal Year 2015/2016 Action Plan; Approving An Amendment To The Five-Year Consolidated Plan, Recapturing \$14,000 In CDBG Funds From Fiscal Year 2015/2016, To Be Reallocated To A City Capital Project; Authorizing The City Manager To Take The Following Actions: (1) Execute All Applicable Documents Related To The Appropriation And Allocation Of These Program Funds; (2) Submit The One-Year Action Plan And Substantial Amendment To The U.S. Department Of Housing And Urban Development (HUD); (3) Make Minor Non-Substantial Changes To The One-Year Action Plan Or The Consolidated Five Year Plan, Or The Resulting Agreements (Which Do Not Affect The Purpose, Scope, Approved Budget And/Or Intent Of The Plans); And (4) Extend The Expiration Dates Of Said Agreements When Necessary: And Authorizing The Mayor And City Clerk To Execute Agreements For Sub-Recipients Of CDBG And Home Program Funds; And Further Authorizing The City Manager To Execute City Interdepartmental Agreements For Recipients Of CDBG And Home Program Funds. (Housing & Community Services)
- C7G A Resolution Approving And Authorizing The City Manager To Recapture And Reallocate \$81,080 Of Home Investment Partnership (HOME) Funds To The City's London House Apartments Project To Ensure Compliance With United States Housing And Urban Development Department (HUD) Rules And Regulations Regarding The Timely Expenditure Of Funds.

 (Housing & Community Services)
- C7H A Resolution Accepting The Written Recommendation Of The City Manager (As Set Forth In The City Commission Memorandum Accompanying This Resolution) And Waiving, By A 5/7th Vote, The Formal Competitive Bidding Requirement, Finding Such Waiver To Be In The City's Best Interest, And Approving And Authorizing The City's Parks And Recreation Department (The Department) To Purchase Airfares, Hotels, Meals, Local Transportation And Any Associated League And Tournament Fees To Be Utilized By The Department's Participants In Programs And Activities Including, But Not Limited To, Athletics, Sports, Teens, Seniors And Toddlers For Out Of Town Travel, Local Events And Banquets; Said Waiver Shall Be Authorized For A Period Of Three (3) Years, On A Year To Year Basis, Contingent Upon City Commission Approval Of The Department's Related Budget Allocation(s) During The Adoption Of The City's Annual Budget, The Department's Fund Raising Efforts And Receipt Of Sponsorships, Donations, Grants, And Other Funding Sources.

(Parks & Recreation)

A Resolution Approving And Authorizing The City Manager To Execute, Substantially In The Form Attached To This Resolution, Amendment No. 1 To The Agreement Between The City And T2 Systems Canada, Inc. (T2 Systems), Formerly Known As Digital Payment Technologies Corp. (DPT), For Parking Products And Associated Installation And Maintenance Services, Dated August 10, 2012; Said Amendment Extending The Warranty Coverage Under The Agreement For The Remaining Three (3) Year Period, Based Upon The Established Rates Under The Agreement; And Further Extending The Term Of The Agreement For An Additional Three (3) Year Period, Commencing On August 11, 2016 And Expiring On August 10, 2019, Coterminous With The Extended Warranty Term.

(Parking)

C7J A Resolution Authorizing The City Of Miami Beach, On Behalf Of The Miami Beach Police Department, To Accept A Donation Of Six (6) K9 Bulletproof Vests From Protect The Paws, An Organization Dedicated To The Protection Of K9s Throughout South Florida, With An Approximate Total Value Of \$4,400.

(Police)

- C7K A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Qualifications (RFQ) No. 2016-124-KB For Architectural And Engineering Design Criteria Professional Services For Mixed-Use Parking Garages; Authorizing The Administration To Enter Into Negotiations With Desman, Inc., As The Top Ranked Proposer; Further, Should The Administration Not Be Successful In Negotiating An Agreement With Desman Inc., Authorizing The Administration To Enter Into Negotiations With BEA Architects, Inc., As The Second Highest Ranked Proposer; Further, Authorizing The Mayor And City Clerk To Execute An Agreement, Upon Conclusion Of Successful Negotiations By The Administration. (Procurement/Capital Improvement Projects)
- C7L A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Proposals (RFP) No. 2016-034-AK, For Fire And Police False Alarm Billing System.

(Procurement/Police/Fire)

C7M A Resolution Accepting The Recommendation Of The City Manager To Reject All Bids Received Pursuant To Invitation To Bid (ITB) No. 2016-045-WG For The Lease Of Golf Course Turf Maintenance Equipment For The Miami Beach Golf Club And Normandy Shores Golf Club; And Approving And Authorizing The City Manager To Execute Amendment No. 1 To The Agreement Between The City And Showturf, LLC, Dated October 22, 2012, For The Lease Of Golf Course Turf Maintenance Equipment For The Normandy Shores Golf Club; Said Amendment Extending The Term Of The Agreement For A Period Not To Exceed One (1) Year, Commencing On September 23, 2016 And Expiring On September 22, 2017; And Further Providing The City With The Right To Terminate The Agreement, For Convenience, Upon Providing Showturf, LLC With Thirty (30) Days Prior Written Notice.

(Procurement/Parks & Recreation)

C7N A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Agreement Between The City Of Miami Beach And The Town Of Bay Harbor Islands (Town) For The City To Continue To Provide Sewage Conveyance Services To The Town; A Copy Of Which Is Attached Hereto As Exhibit 1.

(Public Works)

C7O A Resolution Accepting The Written Recommendation Of The City Manager (As Further Set Forth In The City Commission Memorandum Accompanying This Resolution) And Waiving, By 5/7th Vote, The Formal Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Administration To Negotiate A Five Year Agreement With Big Wireless LLC., In An Amount Not To Exceed \$475,000, For The Maintenance, Monitoring And End Of Life Technology Migration Of The Law Enforcement Wireless Information Network, Formally Known As The Citywide Wireless Network, For Use By The Miami Beach Police Department; And Further Authorizing The Mayor And City Clerk To Execute The Agreement, Upon Conclusion Of Successful Negotiations.

(Police)

C7P A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee And Approving, In Concept, A Pilot Program For The Management Of The Colony Theater; And Authorizing The Administration To Negotiate A Management Agreement With Miami New Drama Theater Company, As The Resident Company And Venue Manager For The Colony Theater; And Further Referring The Negotiated Agreement To The Finance And Citywide Projects Committee For Consideration.

(Tourism, Culture & Economic Development)

C7Q A Resolution Accepting The Finance And Citywide Projects Committee Recommendation To Add The Soundscape Park Concession Stand To The Fiscal Year 2016/17 Capital Budget Prioritization Process In The Amount Of \$800,000.

(Tourism, Culture & Economic Development)

C7R A Resolution Accepting The Finance And Citywide Projects Committee Recommendations To Waive The Rental Fees At The Colony Theater For The 2016 South Beach Jazz Festival; To Waive Special Event Permit Fees In The Amount Of \$3,000 For The Festival; And Further, To Approve A Grant In The Amount Of \$13,000 To Power Access, Inc., A Florida Not-For-Profit Entity, In Support Of The Festival.

(Tourism, Culture & Economic Development)

C7S A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 6, To The Existing Professional Services Agreement Between The City Of Miami Beach And Schwebke-Shiskin & Associates, Inc. For Final Design Of Stormwater Pump Stations And Related Items, Additional Resident Project Representative And Construction Administration Services For Six Additional Months To Correspond With Approved Construction Schedule, For The Venetian Islands Bid Package 13C Right-Of-Way Neighborhood Improvement Project; In The Negotiated Not-To-Exceed Amount Of \$205,856 Plus An Amount Of \$1,500 For Reimbursables; For A Total Amount Of \$207,356; With Previously Appropriated Funding In The Capital Budget From The Following Funds; \$126,792 From Fund 432 - 2015 Stormwater Bonds; And \$80,564 From Fund 419 - W&S LOC 2009.

(Capital Improvement Projects)

C7T A Resolution Urging The School Board Of Miami-Dade County To Implement A Sustainable Culinary Program At Miami Beach Senior High School And Further Urging The School Board Of Miami-Dade County To Fund A Full-Time Teacher For Such Culinary Program And To Develop A Long-Term Relationship To Sustain A Culinary Program At Miami Beach Senior High School.

(Sponsored by Commissioner John Elizabeth Alemán & Co-Sponsored by Vice-Mayor Micky Steinberg & Commissioner Michael Grieco)

C7U A Resolution To Request Miami-Dade County Public Schools To Review The Security Allocation Needs Of Miami Beach Senior High School.

(Sponsored by Commissioner John Elizabeth Alemán & Co-Sponsored by Vice-Mayor Micky Steinberg)

End of Consent Agenda

REGULAR AGENDA

R5 - Ordinances

R5A 1700 Alton Road - Historic Site Designation

An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning Map" By Designating One Or More Buildings At 1700 Alton Road As An Historic Site To Be Known As "1700 Alton Road Historic Site," As More Particularly Described In The Ordinance; Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached To The Staff Report As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code; For Repealer; Severability; And An Effective Date. 10:00 a.m. Second Reading Public Hearing

(Sponsored by AC 1700 Alton Owner LLC, as the Private Applicant)
(Legislative Tracking: Planning)
(First Reading on May 11, 2015 - R5G)

R5B Beach And Sand Quality

An Ordinance Amending Chapter 82, "Public Property," Article V, "Beaches," Creating Division 3, "Beach And Sand Quality," At Sections 82-472 Through 82-478, Ensuring The Preservation And Enhancement Of The Quality Of The City's Beaches By Requiring Testing Of Sand Or Fill Placed East Of The Coastal Construction Control Line (CCCL), Consistent With The Requirements Of Section 161.053, Florida Statutes And Rule 62B-33, Florida Administrative Code; Providing For Final Approval From The City Prior To The Placement Of Any Sand Or Fill East Of The Coastal Construction Control Line And Including Provision That The City's Approval Shall Be Contingent On The Applicant Obtaining A Letter Of No Objection From Miami-Dade County Division Of Environmental Resources Management (DERM), And Providing For Cost Recovery From The Applicant; Providing For Codification; Repealer; Severability, And An Effective Date. 10:05 a.m.

Second Reading Public Hearing

(Sponsored By Commissioner Michael Grieco) (Legislative Tracking: Environment & Sustainability) (First Reading May 11, 2016 - R5H)

R5C An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards, And Committees," By Amending Division 16, Entitled "Reserved," To Create A Miami Beach Youth Commission, And Amending Sections 2-186 - 2-189 Thereof, Entitled "Reserved," To Establish And Set Forth The Purpose, Powers, Duties, Composition, And Supporting Department For The Youth Commission And Providing For Repealer, Severability, Codification, And An Effective Date. 10:10 a.m. Second Reading Public Hearing

(Sponsored by Commissioner Kristen Rosen Gonzalez) (Legislative Tracking: Office of the City Attorney) (First Reading May 11, 2016 - R5J) R5D An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," By Creating Article VII, To Be Entitled "Sexual Orientation Or Gender Identity Change Efforts," To Prohibit Licensed Professionals From Engaging In Counseling Efforts, Practices, Or Treatments With The Goal To Change A Minor's Sexual Orientation Or Gender Identity; Providing For Repealer, Severability, Codification, And An Effective Date.

10:15 a.m. Second Reading Public Hearing

(Sponsored by Commissioner John Elizabeth Alemán & Co-Sponsored by all the Members of the City Commission)
(Office of the City Attorney)
(First Reading May 11, 2016 - R5L)

R5E An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article V, Entitled "Beaches," By Amending Division 1, Entitled "Generally," By Creating A New Section 82-443, Entitled "High Impact Events On Beach Property," To Provide The City Manager With The Authority To Impose Certain Immediate Measures For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification Of High Impact Event Measures, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date. 10:20 a.m. Second Reading Public Hearing

(Sponsored by Commissioner Michael Grieco & Co-Sponsored by all the Members of the City Commission)
(Legislative Tracking: Office of the City Attorney/Tourism, Culture & Economic Development)
(First Reading May 11, 2016 - R5O)

R5F An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[,]" By Adding A Subsection Entitled "(J) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date. 10:25 a.m. Second Reading Public Hearing

(Sponsored by Mayor Philip Levine Co-Sponsored by all the Members of the City Commission)
(Legislative Tracking: Office of the City Attorney)

(First Reading May 11, 2016 - R5P)

(Item to be Submitted in Supplemental)

R5G An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District." Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. 10:30 a.m. First Reading Public Hearing

(Sponsored by Commissioner Ricky Arriola & Co-sponsored by Commissioner Joy Malakoff)
(Planning)
(Deferred on May 18, 2016 - R5A)

R5H Ocean Terrace Overlay - LDR Amendments

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article III "Overlay Districts," Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 235 Feet For Residential Uses And 125 Feet For Hotel Uses, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional, Accessory And Prohibited Uses; Providing For Repealer; Severability; Codification; And An Effective Date. 5:01 p.m. Second Reading Public Hearing

(Sponsored by Commissioner Joy Malakoff) (Legislative Tracking: Planning) (First Reading on May 11, 2016 - R5D)

R5I Hall For Hire Use In Museum Historic District

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. 5:02 p.m. First Reading Public Hearing

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R5J An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5, Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. First Reading

(Sponsored by Commissioner Kristen Rosen Gonzalez)
(Legislative Tracking: Office of the City Attorney)
(Deferred from April 27, 2016 - R5B)
(Item to be Submitted in Supplemental)

R5K An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards And Committees," By Creating A Capital Improvement Projects Oversight Committee In Division 28, And Providing For The Establishment, Purpose, Powers And Duties, Composition, And Supporting Department For The Committee In Section 2-190.27; Providing For Repealer Severability, Codification, And An Effective Date. First Reading

(Sponsored by Commissioner Kristen Rosen Gonzalez) (Legislative Tracking: Office of the City Attorney)

An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Presentations And Awards Meetings And Agendas; Providing For Repealer, Severability, Codification, And An Effective Date. First Reading

(Sponsored by Commissioner Kristen Rosen Gonzalez) (Legislative Tracking: Office of the City Attorney)

R5M Miami Beach Panel Of Architects

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. First Reading

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R7 - Resolutions

- A Resolution Pursuant To Section 142-425(d), Of The Code, Authorizing A Waiver Of Section 142-802(3), Of The Land Development Regulations, By A 5/7th Vote Of The City Commission, After Public Hearing; To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To 10 Inches In Order To Construct The Permanent Bench Structure As Part Of The Playground At Allison Park, Located At 6475 Collins Avenue. 10:35 a.m. Public Hearing (Capital Improvement Projects/Office of the City Attorney).
- A Resolution Adopting The Sixth Amendment To The Capital Budget For Fiscal Year 2015/16.

 10:40 a.m. Public Hearing

 (Budget & Performance Improvement)
- R7C Waive Bidding/Execute Lease Agreements With South Florida Seniors In Action, Inc., And Lighthouse Church Of Miami Beach, Inc.
 - A Resolution Following A Duly Advertised Public Hearing, And Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And South Florida Seniors In Action, Inc. (Tenant), For The Use Of Approximately 142 Square Feet Of City-Owned Property, Located On The First Floor At 833 6th Street, Miami Beach, Florida (Premises), For A Term Of Thirty-Nine (39) Months, Commencing July 1, 2016 And Ending September 30, 2019. 10:45 a.m. Public Hearing

(Tourism, Culture & Economic Development)

A Resolution Following A Duly Advertised Public Hearing, And Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And Lighthouse Church Of Miami Beach, Inc. (Tenant), For The Use Of Approximately 82 Square Feet Of City-Owned Property, Located On The First Floor At 833 6th Street, Miami Beach, Florida (Premises), For A Term Of Thirty-Nine (39) Months, Commencing July 1, 2016 And Ending September 30, 2019. 10:46 a.m. Public Hearing

(Tourism, Culture & Economic Development)

A Resolution Pursuant To Section 82-37, Of The City Code, Approving On First Reading, And Further Setting A Second Reading/Public Hearing To Obtain Citizen Input On, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley"); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); Waiving By 5/7th Vote, The Competitive Bidding Requirement, Pursuant To Sections 82-39(a), Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Condition; And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer; And Further Referring This Item To The Finance And Citywide Projects Committee, As Required By Section 82-37(a)(1), Of The City Code. First Reading

(Office of the City Attorney)
(Item to be Submitted in Supplemental)

A Resolution Approving And Authorizing The City Manager, Or His Designee, To Submit A Grant Application To The U.S. Department Of Justice For The Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, For Funding In The Approximate Amount Of \$70,962 For Police Department Priorities; Approving And Authorizing The Appropriation Of The Above Grant; And Further Authorizing The City Manager, Or His Designee, To Take All Necessary Steps And To Execute Documents In Connection With The Aforestated Grant Including, Without Limitation, Applications, Grant And Funding Agreements, And Audits.

(Budget & Performance Improvement)

R7F A Resolution Accepting The Recommendation Of The Finance And City Wide Projects Committee Recommending Approval Of A Term Sheet, Attached Hereto As Exhibit 1, For The Development Of A "Green Alley" At Española Way East/14th Place And Ocean Court; And Authorizing The Administration And City Attorney To Negotiate A Development Agreement Based Upon The Material Conditions Of The Term Sheet.

(Office of the City Attorney)
(Item to be Submitted in Supplemental)

R7G A Resolution Ratifying A Three-Year Labor Agreement Between The City Of Miami Beach And The International Association Of Firefighters, Local 1510 (IAFF), For The Period From October 1, 2015 Through September 30, 2018; Authorizing The Mayor And City Clerk To Execute The Agreement.

(Human Resources)

R7H A Resolution Urging The Florida Legislature To Honor The Intent Of The Constitutional Amendment Approved By Florida Voters In 2014 ("Amendment 1"), And Appropriate Funding For The Acquisition And Improvement Of Land For Conservation Purposes.

(Sponsored by Commissioner Ricky Arriola)

17

A Resolution Accepting The Finance And Citywide Projects Committee's Recommendation Of May 20, 2016, And Approving The Purchase Of Flood Insurance; All-Risk Property Insurance, Including Windstorm (With Additional Named Windstorm Limit Of \$5 Million); Boiler & Machinery Insurance For City Buildings And Contents (Including New Construction); And Fine Arts Insurance (Bass Museum And Other Locations), As Proposed By Arthur J. Gallagher Risk Management Services, Inc., The City's Broker Of Record; Said Property Insurance Program Covering The Period From June 1, 2016 Through May 31, 2017, For A Total Cost Not To Exceed \$1,824,891.

(Human Resources)

A Resolution Approving And Authorizing The Mayor And City Clerk To Grant A Non-Exclusive Utility Easement Of Approximately 26,600 Square Feet (SF), To Florida Power And Light (FPL) At The Miami Beach Convention Center Property, Located At 1901 Convention Center Drive, For The Operation And Maintenance Of Ductbanks, Vault Rooms And Pad Mounted Transformer And Associated Equipment Serving The Convention Center And Regional Stormwater Pump Station, Which Easement Is Attached Hereto As Exhibit I.

(Public Works/Convention Center District)

R7K A Resolution Approving The Extension Of Hours For Certain Alcoholic Beverage Establishments With A 5:00 a.m. Liquor License To 7:00 a.m., Under Certain Specified Conditions Pursuant To Section 6 Of The City Code, For The White Party 2016 (November 25th And 26th 2016), The Winter Party Festival 2017 (March 3rd And 4th, 2017), And Miami Beach Gay Pride 2017 (April 7th And 8th, 2017), As Recommended By The LGBT Advisory Committee; And, Further, Providing That The Extension Of Alcoholic Beverage Service Hours Be Applied Only To Alcoholic Beverage Establishments Holding Events In The City Of Miami Beach On The Above-Stated Dates.

(Sponsored by Commissioner Michael Grieco) (Legislative Tracking: Office of the City Attorney)

A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Qualifications (RFQ) No. 2016-073-KB, For Construction Manager At Risk (CMR) For Construction Of Lincoln Road District Improvements; Authorizing The Administration To Enter Into Negotiations With Burkhardt Construction, Inc., As The Top Ranked Proposer; Further, Should The Administration Not Be Successful In Negotiating An Agreement With Burkhardt Construction, Inc., Authorizing The Administration To Enter Into Negotiations With Skanska USA Building, Inc., As The Second Highest Ranked Proposer; Further, Should The Administration Not Be Successful In Negotiating An Agreement With Skanska USA Building, Inc., Authorizing The Administration To Enter Into Negotiations With Facchina Construction Of Florida, LLC, As The Third Highest Ranked Proposer And Further Authorizing The Mayor And City Clerk To Execute An Agreement, Upon Conclusion Of Successful Negotiations By The Administration.

(Procurement/Capital Improvement Projects)

R7M A Resolution Authorizing The City Manager And City Attorney To Negotiate And Draft A Reimbursement And Indemnity Agreement With Fort Partners, LLC And Miami Beach Marina Associates, LTD. (Collectively, The "Developer"), To Provide For The Developer's Reimbursement Of The City's Due Diligence Expenses Relating To The Proposed 300 Alton Road Project (The "Project"), Including But Not Limited To Reimbursement Of Costs And Expenses For The Necessary Appraisals, Traffic Study, Outside Counsel, Consultants And Other Third-Party Costs And Expenses Relating To The Project; Authorizing The City Manager To Engage The Necessary Appraisers For The Project; And Further Authorizing The City Manager And City Clerk To Execute Said Reimbursement And Indemnity Agreement Upon Conclusion Of Successful Negotiations With The Developer.

(Office of the City Attorney)

R7N A Resolution Authorizing The City Manager To Approve And Execute The Supplemental Work Order With Shiff Construction And Development, Inc., For Replacement Of The HVAC System At The North Beach Senior Center Facility Project Located At 7231 Collins Ave, Utilizing The Competitively Bid National Joint Powers Alliance (NJPA) Cooperative Contract, In The Amount Of \$335,682, For Construction Costs, Plus Owner's Contingency In The Amount Of \$10,000 For A Total Cost Of \$345,682, Partially Utilizing Previously Appropriated Funds And Funding Subject To A 6th Amendment To The FY 15/16 Capital Budget.

(Capital Improvement Projects)

- R7O Create Property Assessed Clean Energy Program/Join Clean Energy Green Corridor Program, And Join Non-Exclusive Interlocal Subscription Agreement With PACE
 - 1. A Resolution Creating A Property Assessed Clean Energy Program And Authorize The City To Join The Clean Energy Green Corridor Program In Accordance With Section 163.08, Florida Statutes; And Authorizing The City Manager To Execute A Membership Agreement Between The City And The Green Corridor Clean Energy Property Assessed (PACE) District, In Substantially The Form Attached Hereto As Exhibit "A."

 (Environmental)
 - 2. A Resolution Authorizing The City Manager To Execute And For The City To Join The Non-Exclusive Interlocal Subscription Agreement With The Florida PACE Funding Agency For An Initial Term Of Three Years Ending September 30, 2017; In Accordance With Section 163.08, Florida Statutes, In Substantially The Form Attached Hereto As Exhibit "A."

(Environmental)

A Resolution Authorizing The Extension Of The Term Of The Loan In An Aggregate Principal Amount Not To Exceed \$60,000,000 Outstanding At Any Time From Wells Fargo Bank, National Association; Authorizing The Execution And Delivery Of Amended And Restated Loan Agreement And Promissory Notes In Connection With Such Extended Loan; Authorizing Other Actions In Connection With The Extended Loan And The Financing Program; And Providing For An Effective Date.

(Finance)

R7Q A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Change Order No. 2, To The Design-Build Contract With David Mancini & Sons, Inc., For Design-Build Services To Include: 1) Additional Design, Permitting And Construction Services To Reconstruct 11th Street From Alton Road To Jefferson Avenue, And From Euclid Avenue To Washington Avenue; (2) Replacement Of Existing Water, Sewer, And Stormwater Infrastructure; (3) Street Improvements Relating To Elevating Final Grade, Upgrading Of Lighting, New Paving, And Landscaping; For A Cost Of \$8,862,635, Plus A 10% (\$886,263) Owner's Project Contingency; For A Grand Total Of \$9,749,898, Payable From Previously Appropriated Funding And Future Water/Sewer And Storm Water Bond Proceeds.

(Public Works)

R7R A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Change Order, In The Amount Of \$2,443,642 With A 10% Owner's Contingency Of \$244,364 For A Total Amount Of \$2,688,006 To The Design-Built Agreement With Bergeron Land Development, Inc., Dated April 30, 2014 (The Agreement), Related To The Completion Of Roadway Improvements Along West Avenue Between 6th And 8th Streets, And 10th, 14th, And 17th Streets, West Of Alton Road; Said Change Order Providing For Additional Scope Including Contaminated Soil Disposal, Street Lighting Adjustments, Roadway Adjustments, Additional Gravity Walls And Sidewalks, Drainage For Harmonization, Park Driveways, Landscaping, Re-Writing Lighting Specifications, Painting Of Fly-Over, And Associated Permitting.

(Public Works)

R7S A Resolution Amending The City's 2011 CDM-Smith Stormwater (Management) Master Plan (2011 SWMP) To Incorporate The City's Consultant, AECOM's, Recommendations Relating To Defining "Future Grade," And "Future Crown Of The Road;" Further Modifying Sections 2.5.3, Entitled "Proposed Level Of Service (LOS), And 9.2.5 Entitled "Seawall Heights," Of The 2011 SWMP, To Include Modifications To The Level Of Service For Construction Of Roads, Stormwater Systems, And Development To Reduce The Risk Of Flooding; A Copy Of Which Is Attached Hereto As Exhibit 1.

(Public Works/Office of the City Attorney)

A Resolution Approving A Perpetual Non-Exclusive Easement Between The City Of Miami Beach ("City") And The State Of Florida Department Of Transportation ("FDOT"), For The Purpose Of Constructing, Installing And Maintaining Drainage Improvements, Including But Not Limited To, A Pump Station, Drainage Structures, Electrical Panels And An Outfall Along 29th Street And Alton Road, A Copy Of The Easement Agreement Is Attached Hereto As Exhibit 1.

(Public Works)

A Resolution Pertaining To The City Construction Project Referred To As The "Indian Creek Drive/State Road (SR) A1A, 26 Street To 41 Street - Flooding Mitigation Project" And, With Respect To The Project, Accepting The Findings And Recommendation Of The City Manager In Declaring An Emergency Pursuant To Subsections 287.055(3)(a)(1) And (9)(c)(6), Florida Statutes; And, As Permitted Pursuant To Section 2-367(e) Of The City Code, Waiving, By 5/7th Vote, The Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The City Manager Take The Following Actions To Procure The Necessary Emergency Design Services For The Developing Of A Design Criteria Package (DCP) And Conceptual Plans Which Complies With The Specifications Set Forth Under Section 287.055(2)(j), Florida Statutes.

(Public Works)

R7V A Resolution Accepting The Recommendation Of The City Manager To Award, Pursuant To Request For Proposals (RFP) No. 2016-042-KB, Design/Build Services For The Stormwater Pump Station At The Northeast Corner Of Convention Center Drive, To David Mancini And Sons, Inc. (DMSI), With The Guaranteed Maximum Price (GMP) Of \$5,398,019.00; And Further Authorizing The Mayor And City Clerk To Execute A Design Build Agreement With DMSI; Which Agreement Is Attached Hereto As Exhibit 1.

(Procurement/Public Works) (Deferred from May 18, 2016 - R7E)

- R7W A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee To Establish An Enhanced Transportation Plan Pilon Program For Special Events Including Remote Parking Locations, Shuttle Service, And Water Taxi Service.

 (Transportation)
- R7X A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee To Establish More Aggressive Requirements For Developers To Provide Employee Transportation Plans And To Refer This Matter To The Land Use And Development Committee For Further Discussion And Input.

(Transportation)

R7Y A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee To Expand The City's Current Construction Parking Plan Requirements To Include Construction Transportation Plan Requirements.

(Transportation)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments.

(Office of the City Clerk)

R9A1 Board And Committee Appointments - City Commission Appointments. (Office of the City Clerk)

R9A2 Three (3) Available City Appointments To The Miami Design Preservation League, Inc. (MDPL) Executive Committee.

(Office of the City Manager) (Deferred from May 11, 2016 - R9A2)

- R9B1 Dr. Stanley Sutnick Citizen's Forum. (8:30 a.m.)
- R9B2 Dr. Stanley Sutnick Citizen's Forum. (1:00 p.m.)
- R9C Referral To The Planning Board Proposed Ordinance Amendment Pertaining To CD-2 Height And Setback Requirements In The Sunset Harbor Area.

(Sponsored by Commissioner Joy Malakoff) (Legislative Tracking: Planning) (Deferred from May 11, 2016 - R9C)

- R9D Discussion Regarding The Collins Park Parking Garage Project. (Capital Improvement Projects)
- R9E Discussion Regarding A Crosswalk At Alton Road And 9th Street. (Transportation)
- R9F Discussion To Approve Interim Improvements To 72nd Street, Between Abbott Avenue And Dickens Avenue.

 (Transportation)
- R9G Discussion Regarding The Neighborhood/Community Affairs Committee's Desire To Incorporate Low-Floor Trolleys To Improve Accessibility For Seniors And The Disabled For The North Beach, Mid Beach, And Collins Link Trolleys.

(Sponsored by Vice-Mayor Micky Steinberg)
(Transportation)

R9H Presentation By FIU Hydrologist Henry Briceno On His Research And The Water Quality In Biscayne Bay.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

R9I Discussion Regarding Miami Beach United (MBU) Ballot Question Proposal Entitled, "Residents' Right To Know."

(Sponsored by Commissioner Michael Grieco)

R9J Discussion Regarding Memorial Day Weekend 2016 Report Card And Statistics. (Sponsored by Commissioner Michael Grieco)

R9K Discussion Regarding Leaking Waste Management Garbage Trucks And The Steps The City Is Taking To Address The Situation.

(Sponsored by Commissioner John Elizabeth Alemán)

R9L Discussion To Review The Results Of The Skate Park Public Workshop Held On May 25, 2016, And The Next Steps To Be Taken.

(Sponsored by Commissioner John Elizabeth Alemán)

R9M Discussion Regarding The Creation And Funding Of A Proactive Illegal Short Term Rental (STR) Taskforce.

(Sponsored by Commissioner Michael Grieco)

R9N Discussion Regarding Open Data Policy Initiative.

(Sponsored by Commissioner Ricky Arriola)
(Information Technology)

- R9O Discussion Regarding The Use Of Auto Return's Tow Technology On Miami Beach. (Sponsored by Commissioner Ricky Arriola)
- R9P Discussion Regarding Miami Beach United's Civic Initiative To Amend The City Charter, "Residents' Right To Know."

 (Sponsored by Commissioner Kristen Rosen Gonzalez)
- R9Q Discussion Regarding A New Paradigm For A Resident Alert System.
 (Sponsored by Commissioner John Elizabeth Alemán)
- R9R Discussion Regarding The Creation Of An Electronic Bookshelf Of Master Plans On The City's Website.

 (Sponsored by Commissioner John Elizabeth Alemán)
- R9S Discussion Regarding Terminating The Month To Month Contract With The City's Current Red Light Camera Provider, And Discontinuing The Request For Proposal Process, RFP No. 2016-046-KB, Which Seeks A Red Light Violation Camera Enforcement System And Related Support Services.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

R10 - City Attorney Reports

R10A City Attorney's Status Report.

(Office of the City Attorney)

Reports and Informational Items

- 1. Reports and Informational Items (see LTC 241-2016):
- 2. List of Projects Covered by the Cone of Silence Ordinance LTC No. 234-2016. (Procurement)
- 3. Report From Commission Committees Of Withdrawn Items Not Heard Within (6) Six Months From Their Referral Date.

 (Office of the City Clerk)
- Miami Beach Convention Center Construction Project Update LTC No. 232-2016.
 (Office of the City Manager)

End of Regular Agenda

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON MBTV, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 8:30 A.M. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

- 1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum is split into two (2) sessions, 8:30 a.m. and 1:00 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on MBTV, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.
- 2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on Thursday morning prior to the regularly scheduled City Commission meeting. The Agenda and backup materials are also available on the City's website: www.miamibeachfl.gov the Thursday prior to a regularly scheduled City Commission Meeting.
- 3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Fl 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Monday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
- 4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 305-673-7411, before 5:00 p.m., no later than the day prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
- 5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a <u>public hearing</u> may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
- 6. If a person wishes to address the Commission on an emergency matter, which is not listed on the Agenda, there will be a period allocated at the commencement of the Commission Meeting when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes, or for a longer or shorter period, at the discretion of the Mayor.

MIAMIBEACH

December 7 (Wednesday)

2016 CITY COMMISSION/REDEVELOPMENT AGENCY (RDA) MEETING DATES

Commission/RDA Meetings (Start at 8:30 a.m.)		<u>Presentation & Awards/Commission Meetings</u> (Start at 5:00 p.m.)		
January 13	(Wednesday)	January 27	(Wednesday)	
February 10	(Wednesday)	February 24	(Wednesday)	
March 9	(Wednesday)	March 16	(Wednesday)	
April 13	(Wednesday)	April 27	(Wednesday)	
May 11	(Wednesday)	May 25	(Wednesday)	
June 8	(Wednesday)	No Meeting		
July 13	(Wednesday)	July 20	(Wednesday)	
August - City Commission in recess				
September 14 (Wednesday)				
September Budget Meeting(s) - TBA				
October 19	(Wednesday)	October 26	(Wednesday)	
November 9	(Wednesday)	No Meeting		

Unless noticed otherwise, meetings are held in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

December 14 (Wednesday)

Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 8:30 a.m. and 1:00 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

C2 COMPETITIVE BID REPORTS

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-147-KB FOR CONSTRUCTION MANAGER AT RISK (CMR) FOR RESTORATION OF CONVENTION CENTER – CARL FISHER CLUBHOUSE

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

The City of Miami Beach is seeking proposals from qualified consultants for construction management at risk services for the construction of the Convention Center - Carl Fisher Clubhouse and its related infrastructure ("the Project") inclusive of pre-construction services ("the Project"). Construction phase services shall also be included via a Guaranteed Maximum Price (GMP) amendment. The Convention Center – Carl Fisher Clubhouse Project encompasses the restoration of the historic Carl Fisher Clubhouse and its adjacent Annex Building. The main goal of the project is to sensibly restore the Carl Fisher Clubhouse and Annex Building, and allow them to serve as an event space for the adjoining Convention Center. The project limits will extend approximately 5'-0" beyond the existing walls of the structures. The project will not require landscape architectural, nor civil engineering services since the Convention Center Project includes those services within its master plan. However, landscape design, handicap accessibility and site grading will be coordinated with the City's Convention Center consultants. The restoration will include new air conditioning, electrical power, fire alarm, lighting and plumbing systems using historically sensitive methods and alternative systems for introducing these systems into the historic spaces without affecting their architectural integrity. This will be done in conjunction with aesthetic enhancements to the buildings interiors and exterior that will be in harmony with the historic character of the Club, as well as meet the U.S. Department of the Interior, Secretary of the Interior's Standards for Rehabilitating Historic Buildings.

The City seeks proposals from, construction management at risk firms to provide preconstruction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the restoration of the Convention Center – Carl Fisher Clubhouse Project. The successful firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of 2016-147-KB for Construction Manager at Risk (CMR) For Restoration of Convention Center – Carl Fisher Clubhouse.

Advisory Board Recommendation:

N/A

Financial Information:

Source of	100	Amount	Account	Approved
Funds:	:1 %	N/A	N/A	N/A
	2			
	Total			

Financial Impact Summary: The construction management at risk portion of this project will not utilize grant funding.

City Clerk's Office Legislative Tracking:

Alex Denis, David Martinez

Sign-Offs:

<u>- 1917 - 111 </u>		
Department Director	Assistant City Manager	City Manager
AD DM	MT <u> 57</u> EC <u>9.L</u>	JLM

T:\AGENIX\\2016\June\ProcurementRFQ\ 2016-147-KB\ CMR\ Carl\ Fisher\ Clubhouse\RFQ\ 2016-147-KB\ CMR\ FOR\ RESTORATION\ OF\ CONVENTION\ CENTER\ -\ CARL\ FISHER\ CLUBHOUSE\ -\ ISSUANCE\ SUMMARY.doc





MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ)

NO. 2016-147-KB FOR CONSTRUCTION MANAGER AT RISK (CMR) FOR

RESTORATION OF CONVENTION CENTER – CARL FISHER CLUBHOUSE

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFQ.

BACKGROUND

The City of Miami Beach is seeking proposals from qualified consultants for construction management at risk services for the construction of the Convention Center - Carl Fisher Clubhouse and its related infrastructure ("the Project") inclusive of pre-construction services ("the Project"). Construction phase services shall also be included via a Guaranteed Maximum Price (GMP) amendment. The Convention Center - Carl Fisher Clubhouse Project encompasses the restoration of the historic Carl Fisher Clubhouse and its adjacent Annex Building. The main goal of the project is to sensibly restore the Carl Fisher Clubhouse and Annex Building, and allow them to serve as an event space for the adjoining Convention Center. The project limits will extend approximately 5'-0" beyond the existing walls of the structures. The project will not require landscape architectural, nor civil engineering services since the Convention Center Project includes those services within its master plan. However, landscape design, handicap accessibility and site grading will be coordinated with the City's Convention Center consultants. The restoration will include new air conditioning, electrical power, fire alarm, lighting and plumbing systems using historically sensitive methods and alternative systems for introducing these systems into the historic spaces without affecting their architectural integrity. This will be done in conjunction with aesthetic enhancements to the buildings interiors and exterior that will be in harmony with the historic character of the Club, as well as meet the U.S. Department of the Interior, Secretary of the Interior's Standards for Rehabilitating Historic Buildings.

The City seeks proposals from, construction management at risk firms to provide preconstruction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the restoration of the Convention Center – Carl Fisher Clubhouse Project. The successful firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.

- MINIMUM QUALIFICATIONS. Please Reference, Appendix C, Page 26, RFQ 2016-147-KB for Construction Manager at Risk (CMR) For Restoration of Convention Center Carl Fisher Clubhouse (attached).
- SUBMITTAL REQUIREMENTS. Please Reference Section 0300, Page 13, RFQ 2016-147-KB

City Commissioner Memorandum – for Construction Manager at Risk (CMR) For Restoration of Convention Center – Carl Fisher Clubhouse June 8, 2016
Page 2 of 2

for Construction Manager at Risk (CMR) For Restoration of Convention Center – Carl Fisher Clubhouse (attached).

<u>CRITERIA FOR EVALUATION.</u> Please Reference Section 0400, Page 15, RFQ 2016-147-KB for Construction Manager at Risk (CMR) For Restoration of Convention Center – Carl Fisher Clubhouse (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ No. 2016-147-KB for Construction Manager at Risk (CMR) For Restoration of Convention Center – Carl Fisher Clubhouse is subject to funds availability approved through the City's budgeting process.

ATTACHMENTS

Attachment A: 2016-147-KB for Construction Manager at Risk (CMR) For Restoration of Convention Center – Carl Fisher Clubhouse.

JLM / MT / DM / AD

T:\AGENDA\2016\June\Procurement\RFQ 2016-147-KB CMR Carl Fisher Clubhouse\RFQ 2016-147-KB CMR FOR RESTORATION OF CONVENTION CENTER – CARL FISHER CLUBHOUSE - ISSUANCE MEMO.doc

REQUEST FOR QUALIFICATIONS (RFQ)

CONSTRUCTION MANAGER AT RISK (CMR) FOR RESTORATION OF CONVENTION CENTER – CARL FISHER CLUBHOUSE

2016-147-KB

RFQ ISSUANCE DATE: JUNE 10, 2016

STATEMENTS OF QUALIFICATIONS DUE: JULY 11, 2016 @ 3:00 PM

ISSUED BY: KRISTY BADA



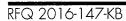
KRISTY BADA, CONTRACTING OFFICER II

PROCUREMENT DEPARTMENT 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139 305.673.7000 x**6218** | www.miamibeachfl.gov



TABLE OF CONTENTS

SOLICITATIO	N SECTIONS:		<u>PAGE</u>
0100 NOT	UTILIZED		N/A
0200 INST	RUCTIONS TO RESPONDENTS & GENERAL CONI	OITIONS	3
0300 SUB	MITTAL INSTRUCTIONS & FORMAT		13
0400 EVAL	UATION PROCESS		15
APPENDICES	<u>u</u>		<u>PAGE</u>
APPENDIX A	RESPONSE CERTIFICATION, QUESTIONNAIR	E AND AFFIDAVITS	3 17
APPENDIX B	"NO BID" FORM	Familië (Suidiffe) Suidiffe Debuglie The Jack	24
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATION	S	26
APPENDIX D	SPECIAL CONDITIONS	<u> </u>	40
APPENDIX E	INSURANCE REQUIREMENTS		43





SECTION 0200

INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFQ results in an award.

The City utilizes *PublicPurchase* (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE.

The Purpose of this Request for Qualifications (RFQ) is to qualify and select a Proposer for Construction Management at Risk services for the construction of the Convention Center - Carl Clubhouse and its related infrastructure ("the Project") inclusive of pre-construction services. Construction phase services shall also be included via a Guaranteed Maximum Price (GMP) amendment. Additionally, the terms "FIRM", "PROPOSER", "CONSULTANT" are used interchangeably and shall refer to the firm that will contract with the City for the performance of construction management services. The Convention Center - Carl Fisher Clubhouse Project encompasses the restoration of the historic Carl Fisher Clubhouse and its adjacent Annex Building. The main goal of the project is to sensibly restore the Carl Fisher Clubhouse and Annex Building, and allow them to serve as an event space for the adjoining Convention Center. The project limits will extend approximately 5'-0" beyond the existing walls of the structures. The project will not require Landscape Architectural, nor Civil Engineering Services since the Convention Center Project includes those services within its master plan. However, landscape design, handicap accessibility and site grading will be coordinated with the City's Convention Center Consultants. The restoration will include new air conditioning, electrical power, fire alarm, lighting and plumbing systems using historically sensitive methods and alternative systems for introducing these systems into the historic spaces without affecting their architectural integrity. This will be done in conjunction with aesthetic enhancements to the buildings interiors and exterior that will be in harmony with the historic character of the Club, as well as meet the U.S. Department of the Interior, Secretary of the Interior's Standards for Rehabilitating Historic Buildings.

The City seeks Proposals from, construction management at risk firms to provide preconstruction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the restoration of the Convention Center – Carl Fisher Clubhouse Project The successful firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.

3. CONSTRUCTION MANAGEMENT AT RISK (CMR) SCOPE OF SERVICES.

The Construction Management at Risk (CMR) shall provide comprehensive construction management services during the design through construction close-out phases, as set forth more fully in the Statement of Work Required set forth in Appendix C of this RFQ, including, but not limited to:

RFQ 2016-147-KB



- i. Developing and monitoring the Project schedule and budget to ensure Project implementation needs are met:
- ii. Conducting design reviews and providing value engineering services, with recommendations to the Design Professional, regarding construction feasibility, selection of materials, systems, equipment, pricing and scheduling;
- iii. Establishing an agreed-upon Guaranteed Maximum Price (GMP) which must be consistent with City's budget and Project design requirements, and for which the Construction Management (CM) shall be "at risk" for delivery of all work required for completion of the Project in accordance with the Project schedule;
- iv. Providing cost estimating during design and construction;
- v. Maintaining a system of cost control;
- vi. Coordinating the letting and award of multiple bid packages for subcontractor trades, and coordinating the work of all contractors performing work on the Project;
- vii. Staffing each assigned project in a satisfactory manner. As a minimum, the CMR site personnel during the construction phase will include a project manager, a full- time project superintendent, and project administrative personnel. The CMR shall provide site personnel that are competent, English-speaking, and able to communicate effectively;
- viii. Providing off-site parking for all labor performing work on the Project, and arranging shuttle transportation services from the off-site parking areas to the Project site, as no labor parking will be available on-site.
- ix. Providing compliance services with respect to contract activities, including enforcement of prevailing wage requirements;
- x. Evaluating design resolutions as related to schedule and budget;
- xi. Providing full-time construction supervision services, including scheduling, conducting progress meetings and preparing minutes and other reports with respect to the progress of the Project;
- xii. Coordinating site construction management services including, but not limited to, regular job site meetings, maintaining daily on-site project log and schedule report, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and sub-contractor work performance for deficiencies, maintaining record copies of all contract documents, change orders and other documentation on site, overseeing construction management staff and subcontractor safety programs;
- xiii. Monitoring for the presence of existing asbestos containing building materials, mitigation of existing asbestos containing building materials, and certify to the City that no asbestos containing material has been used;
- xiv. Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, phasing schedules, inspection schedules, and occupancy schedules;
- xv. Establishing a Contractor Controlled Insurance Program, whereby all eligible participants involved in the Project are covered by a single insurance program;
- xvi. Assembling and timely submitting to the City all maintenance and operations manuals, warranty documents and "as-builts"; and providing construction management services during warranty period;
- xvii. Providing monthly progress reports to the City;
- xviii. Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk(s);
- xix. Coordinating with the Design Professional and City representative(s) the substantial and final inspections, prior to the Design Professional approval and issuance of the Certificate of Substantial Completion.

4. **SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

Solicitation Issued	JUNE 10, 2016
Pre-Submittal Meeting	JUNE 21, 2016 @ 10:00AM

RFQ 2016-147-KB

Deadline for Receipt of Questions	JULY 1, 2016 @ 5:00PM
Responses Due	JULY 11, 2016 @ 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

5. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

Telephone:

KRISTY BADA

305-673-7490 X6218

KRISTYBADA@MIAMIBEACHFL.GOV

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

6. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-Proposal conference will be held as scheduled in Anticipated RFQ Timetable section above at the following address:

> City of Miami Beach **Procurement Department Conference Room** 1755 Meridian Avenue, 3RD Floor Miami Beach, Florida 33139

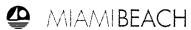
Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

7. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at presubmittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through PublicPurchase. Any prospective proposer who has received this RFQ by any means other than through

RFQ 2016-147-KB 5



PublicPurchace must register immediately with PublicPurchase to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

8. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

<u>9. SPECIAL NOTICES.</u> You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

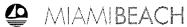
CONE OF SILENCE	CITY CODE SECTION 2-486
PROTEST PROCEDURES	CITY CODE SECTION 2-371
DEBARMENT PROCEEDINGS	CITY CODE SECTIONS 2-397 THROUGH 2-485.3
LOBBYIST REGISTRATION AND DISCLOSURE OF FEES	CITY CODE SECTIONS 2-481 THROUGH 2-406
CAMPAIGN CONTRIBUTIONS BY VENDORS	CITY CODE SECTION 2-487
 CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT 	A MARINE CONTROL OF THE CONTROL OF T
ISSUES	CITY CODE SECTION 2-488
 REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL 	
BENEFITS FOR DOMESTIC PARTNERS	CITY CODE SECTION 2-373
LIVING WAGE REQUIREMENT	CITY CODE SECTIONS 2-407 THROUGH 2-410
LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS	CITY CODE SECTION 2-372
 PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND 	
CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-	
DISABLED VETERAN BUSINESS ENTERPRISES	
FALSE CLAIMS ORDINANCE	
ACCEPTANCE OF GIFTS, FAVORS & SERVICES	CITY CODE SECTION 2-449

10. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 11. COMPLAINCE WITH THE CITY'S LOBBYIST LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.
- **12. DEBARMENT ORDINANCE**: This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.
- 13. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as

RFQ 2016-147-KB

36



prescribed therein, including disqualification of their responses, in the event of such non-compliance.

- 14. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.
- 15. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.
- 16. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.
- 17. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.
- 18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFQ or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.
- 19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:
 - (1) The ability, capacity and skill of the Proposer to perform the contract.
 - (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
 - (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
 - (4) The quality of performance of previous contracts.
 - (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.



- <u>20. NEGOTIATIONS.</u> Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.
- 21. Postponement/Cancellation/Acceptance/Rejection. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in any responses received as a result of this RFQ. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.
- **22. PROPOSER'S RESPONSIBILITY.** Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.
- <u>23. COSTS INCURRED BY PROPOSERS.</u> All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.
- **24. RELATIONSHIP TO THE CITY.** It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.
- 24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.
- **25. ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.



- 26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.
- **27. MISTAKES.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.
- **28. PAYMENT.** Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.
- 29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- <u>30. DEFAULT:</u> Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.
- 31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

- <u>32. SPECIAL CONDITIONS.</u> Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.
- 33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.



- **34. DEMONSTRATION OF COMPETENCY.** The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:
 - A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
 - **B.** Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
 - **C.** Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
 - **D.** The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
 - **E.** The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
 - **F.** The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.
- <u>35. ASSIGNMENT.</u> The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.
- 36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.
- <u>37. OPTIONAL CONTRACT USAGE.</u> When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.
- 38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.
- 39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - A. Any contract or agreement resulting from the award of this solicitation; then
 - B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
 - **C.** The solicitation; then
 - **D.** The Proposer's proposal in response to the solicitation.



- 40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.
- 41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.
- 42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.
- 44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.



- 45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.
- 47. EXCEPTIONS TO RFQ. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).
- 48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.
- **49. SUPPLEMENTAL INFORMATION**. City reserves the right to request supplemental information from Proposers at any time during the RFQ solicitation process.
- 50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300

SUBMITTAL INSTRUCTIONS AND FORMAT

- 1. SEALED RESPONSES. One original Statement of Qualifications (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, proposer name, proposer return address. Statement of Qualifications received electronically, either through email or facsimile, are not acceptable and will be rejected.
- 2. LATE BIDS. Statement of Qualifications are to be received on or before the due date established herein for the receipt of Bids. Any Bid received after the deadline established for receipt of Statement of Qualifications will be considered late and not be accepted or will be returned to proposer unopened. The City does not accept responsibility for any delays, natural or otherwise.
- 3. STATEMENTS OF QUALIFICATIONS FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Statement of Qualifications, it is strongly recommended that Statement of Qualifications be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Statement of Qualifications that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1 Cover Letter & Minimum Qualifications Requirements

- **1.1 Cover Letter and Table of Contents.** The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.
- **1.2 Response Certification, Questionnaire & Requirements Affidavit (Appendix A).** Attach Appendix A fully completed and executed.
- **1.3 Prime Proposer's Key Team.** Identify the following key team members:

Prime Proposer Lead Project Manager

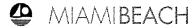
1.4 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements, including each key team member, established in Appendix C, Minimum Requirements and Specifications.

TAB 2 Experience & Qualifications

2.1 GSA 527 Form. The proposing firm shall submit a completed General Services Administration (GSA) 527 form. No proposal will be considered without this required form. Form can be found at:

http://www.gsa.gov/portal/forms/download/115238

- **2.2 Qualifications of Prime Proposer.** Submit detailed information regarding the prime proposer's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.
- **2.3 Qualifications of Proposer Team.** Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract.
- **2.4 Financial Capacity.** Each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of



the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer . The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposals are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Scope of Services Proposed

3.1 Submit detailed information outlining the scope of services that the proposer is proposing. For any scope requirement identified in Appendix C, Minimum Requirements and Specifications, proposer is to clearly articulate how the proposed solution satisfies the scope requirement. Proposers may offer complementary or related services or solutions beyond the stated scope requirements.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4 Approach and Methodology

- 4.1 For each scope of service outlined in Tab 3, Scope of Services, submit detailed information on the approach and methodology how proposer plans to accomplish the proposed scope of services, including detailed information, as applicable, which addresses, but need not be limited to: stakeholder communications, implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.
- 4.2 Provide information on Proposer's current workload and how the potential project(s) will fit into Proposer's workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s). Provide preliminary staging, staffing, and logistics plan.
- 4.3 Submit evidence of Proposer's intent to utilize Disadvantaged Business Enterprise (DBE) Firms. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.

Note: After proposal submittal, the City reserves the right to require additional information from Proposer (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400

STATEMENTS OF QUALIFICATIONS EVALUATION

- 1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.
- 2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria		Maximum Points
Proposer Experience and Qualifications, including	Financial Capability	70
Approach and Methodology		30
TOTAL AVA	ABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposer may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

	Step 2 - Quantitative Criteria	a di Angalan da Angala Angalan da Angalan da A
4.	Veterans Preference	5
	TOTAL AVAILABLE STEP 2 POINTS	5



5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
	Step 1			
	Points	82	76	80
	Step 2		-	
	Points	22	15	12
Committee	Total	104	91	92
Member 1	Rank	1	3	2
	Step 1			
7.7	Points	79	85	72
	Step 2			
	Points	22		12
Committee	Total	101	100	84
Member 2	Rank	1	1 No. 10 2	3
	Step 1			
	Points	80	74	66
	Step 2			
	Points	22	15	12
Committee	Total	102	89	78
Member 2	Rank	1	2	3
Low Agg	regate Score	3	7	8
Final	Ranking*	1	2	3

^{*} Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.





APPENDIX A



Response Certification, Questionnaire & Requirements Affidavit

2016-147-KB
CONSTRUCTION MANAGER AT RISK
(CMR) FOR RESTORATION OF
CONVENTION CENTER – CARL FISHER
CLUBHOUSE

PROCUREMENT DEPARTMENT 1755 MERIDIAN AVENUE, 3RD FLOOR Miami Beach, Florida 33139

Solicitation No:	Solicitation Title:	
2016-147-KB	CONSTRUCTION MANAGER	AT RISK (CMR) FOR RESTORATION OF
	CONVENTION CENTER - CAR	RL FISHER CLUBHOUSE
Procurement Contact:	Tel:	Email:
KRISTY BADA	305-673-7490 X6218	KRISTYBADA@MIAMIBEACHFL.GOV

STATEMENTS OF QUALIFICATIONS CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Response Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposals of certain solicitation and contractual requirements, and to collect necessary information from Proposals in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Statement of Qualifications Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST	10 YEARS:
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	. The second sec
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	#
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

1.	Veteran Owned Business. Is Proposer claiming a veteran owned business status? YES NO
	SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.
2.	Conflict Of Interest. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.
	SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates
3.	References & Past Performance. Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.
	SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.
4.	Suspension, Debarment or Contract Cancellation. Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency? YES NO
	SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).
5.	Vendor Campaign Contributions. Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.
	SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.
6.	Code of Business Ethics. Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.
	SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

- 7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
 - Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. Equal Benefits for Employees with Spouses and Employees with Domestic Partners. When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

	YES NO NO
В.	Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to
	domestic partners of employees?
	YES NO
C.	Please check all benefits that apply to your answers above and list in the "other" section any additional
	benefits not already specified. Note: some benefits are provided to employees because they have a spouse or
	domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	•		
Sick Leave			
Family Medical Leave			
Bereavement Leave			

partner, such as medical insurance.

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

Acknowledgement of Addendum. After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7	*	Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi. Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Statement of Qualifications made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Statement of Qualifications, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Statement of Qualifications, may accept or reject Statement of Qualifications, and may accept Statement of Qualifications which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Statement of Qualifications in response to this solicitation.

Following submission of Statement of Qualifications, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Statement of Qualifications and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposals. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposals should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Statement of Qualifications conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Statement of Qualifications submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Statement of Qualifications.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposals will be bound only as, if and when a Statement of Qualifications, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Statement of Qualifications and supporting documents shall be subject to disclosure as required by such law. All Statement of Qualifications shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposals are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Statement of Qualifications, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Statement of Qualifications, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Statement of Qualifications is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposals agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:
	On thisday of, 20, personally appeared before me who stated that (s)he is the and that the instrument was signed in behalf of its board of directors and acknowledged said deed. Before me:
	Notary Public for the State of Florida My Commission Expires:

APPENDIX B



"No Bid" Form

2016-147-KB CONSTRUCTION MANAGER AT RISK (CMR) FOR RESTORATION OF CONVENTION CENTER – CARL FISHER CLUBHOUSE

PROCUREMENT DEPARTMENT 1755 MERIDIAN AVENUE, 3RD FLOOR Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

Workload does not allow us to proposal
Insufficient time to respond
Specifications unclear or too restrictive
Unable to meet specifications
Unable to meet service requirements
Unable to meet insurance requirements
Do not offer this product/service
OTHER. (Please specify)
We do do not want to be retained on your mailing list for future proposals of this type product and/or service. Signature: Title: Legal Company Name:

Note: Failure to respond, either by submitting a proposal <u>or</u> this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:

CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: KRISTY BADA
STATEMENTS OF QUALIFICATIONS #2016-147-KB
1755 MERIDIAN AVENUE, 3RD FLOOR
MIAMI BEACH, FL 33139

APPENDIX C



Minimum Requirements & Specifications

2016-147-KB
CONSTRUCTION MANAGER AT RISK
(CMR) FOR RESTORATION OF
CONVENTION CENTER – CARL FISHER
CLUBHOUSE

PROCUREMENT DEPARTMENT 1755 MERIDIAN AVENUE, 3RD FLOOR Miami Beach, Florida 33139

- **C1. Minimum Eligibility Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, <u>with its proposal</u>, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.
 - 1. Prime proposer (Construction Management, Construction Management at Risk, Design Build, or General Contractor Firms) must be licensed as a Certified General Contractor in the State of Florida, Division of Business and Professional Regulations.
 - 2. Prime Proposer must have completed construction for no less than one (1) similar project. Similar projects shall be interpreted to mean restoration of historic buildings with a minimum gross area of 2,500 square feet.
 Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.
 - 3. Lead Project Manager must have a minimum of ten (10) years' experience in the management of construction projects and served as Project Manager on at least one (1) similar project. Similar projects shall be interpreted to mean restoration of historic buildings with a minimum gross area of 2,500 square feet.

 Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.
 - 4. Prime Proposer shall provide a letter from a Surety firm affirming that the Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than \$2,000,000.00 million for the project. The Surety firm shall be rated by AM Best as to be no less than A (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

C2. Statement of Work Required.

The City will request Pre-Construction Services to be prepared at the 60%, 90%, and 100% completion stages of the construction documents as follows:

- Design Review, Constructability, and Value Engineering
- Risk Assessment Plan
- Review of Onsite and Offsite Conditions
- Cost Estimating and Cost Controls
- Scheduling
- Bidding (GMP submittal & Negotiations)

The CMR is tasked to work with the Design Professional during the course of design and advise the City of the constructability of the design and provide value engineering of the Design Professional documents, to check the quality of the documents and advise the Owner of the most

efficient and economical ways to build the project pursuant to the Owners goals and objectives for the project. The work required under this RFQ will include, at a minimum, the following amenities:

- Exterior and interior restoration.
- Selective shell work.
- Roofing.
- Windows and storefronts.
- Finish work.
- Mechanical, electrical, plumbing, lighting, fire alarm and fire sprinkler systems.
- Coordination of landscape and irrigation with the City's Convention Center Consultants.
- Coordination of handicap accessibility and site grading with the City's Convention Center Consultants.
- Storm and sewer drainage and other underground infrastructure.
- Utility coordination, adjustments, and modifications.

The end result shall be a GMP from the Contractor, which is subject to restrictions in change order requests and minimizes or eliminates additional costs to the City. In order to ensure that the City is successful in negotiating the best value for this project, the City will hire an independent Construction Estimator to provide assistance in validating the CMR's construction costs according to the current market.

The "Best Value" Procurement process will be used to select a firm with the necessary experience and qualifications, the ability, capacity and proven past successful performance in providing Construction Management at Risk services.

The current total estimated funding budget for the project is \$2,500,000.00 strictly for the design, construction and associated soft costs for the restoration to the Carl Fisher Clubhouse and Annex Building, consisting of exterior and interior restoration, new mechanical, electrical, plumbing and fire alarm, coordination of accessibility, site grading with the City's Convention Center Consultants; and coordination of landscape and irrigation with the City's Convention Center Consultants.

The CMR Scope of Services shall include, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of the GMP, and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

The CMR shall review Project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the project team members. It is the intention of the City to enter into a contract with a CMR for pre-construction services prior to the 60% design submittal. The CMR shall, at each design phase (i.e. 60% and 90% design development and 100% construction document), review the plans and advise the City and the Landscape Architect/Architect/Engineer regarding the

constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the CMR shall provide the City a proposal for a GMP Amendment for construction phase services and without assuming the duties of the Landscape Architect/Architect/Engineer, warrant to the City, that the plans, specifications, and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

The selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

PRECONSTRUCTION SERVICES

- 1) <u>Meetings</u>: CMR shall schedule and conduct progress meetings to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.
- 2) Review of Construction Documentation/Value Engineering: CMR shall review the work of the Design Professional and make recommendations to suggest modifications to improve completeness or clarity of the Construction Documents, and to improve the constructability of the Project within budget while meeting the City's objectives within the CMR shall review with the City, Design Professional and Owner's Representative alternative approaches to the design, construction, and phasing for the Project, including but not limited to alternative materials and systems and value engineering to minimize total construction and operating costs. The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the Construction Documents with the written specifications. This includes, but is not limited to, the CMR's review of the Construction Documents in coordination of the drawings and specifications themselves, as well as with the existing facilities to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that except as included in the GMP amendment, no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the Construction Documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions. At the conclusion of the Preconstruction Services, the CMR shall, without assuming the duties of the Design Professional as the Landscape Architect/Architect/Engineer (LA/A/E), warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.
- 3) <u>Schedule</u>: CMR shall create and update, no less often than once each month, the Master Project Schedule and cost and resource loaded Construction Schedule based on the critical path method (CPM), both of which must incorporate its activities and those of the Contractors, including processing of shop drawings and similar required submittals and

- delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. CMR shall include the Project occupancy requirements, showing portions of the Project having occupancy priority.
- 4) <u>Direct Purchases</u>: CMR shall work with the City and Owner's Representative to agree upon a list of materials to be purchased directly by the City, in order to realize sales tax savings.
- 5) <u>Cost Estimating</u>: CMR shall provide a preliminary construction cost estimates based on 50%, 90%, and 100% design development drawings.
- 6) Preconstruction Services Fees: The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. CMR's Preconstruction Services fee must include all costs for permit expediting services for the Project.
- 7) Guaranteed Maximum Price (GMP): CMR shall submit for City's consideration a GMP amendment to its contract to guarantee the maximum price of the Project. The GMP shall include all trade costs, general conditions, bonds & insurance, profit, overhead, CMR fee, agreed upon Contingency amount, and all like amounts, and shall represent the full and complete amount for which the CMR agrees to proceed with all work on the Project from the receipt of sub-contract bids to the final completion and contract close-out of the Project. Subsequent to a bid opening to be attended by the City, LA/A/E and CMR, the CMR shall submit its Contractor recommendations, including a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality and the City's expectations. Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements for the Project work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents. If the Project is completed within or at the GMP, any savings realized through the bidding and construction process shall be shared with 75% of the savings being retained by the City and 25% paid to the CMR as an additional fee.

COMPETITIVE BIDDING PHASE

- 1) <u>Competitive Bidding</u>: Unless otherwise provided for in the CMR contract or approved by the City, the trade and other subcontracted work on the Project will be competitively bid. Instructions to bidders must require each bid to be accompanied by the appropriate bid security.
- 2) <u>Bid Packages</u>: The CMR shall assemble the Construction Documents and other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each contractor ("Contract Documents") into appropriate bid packages and shall distribute the bid packages to prospective bidders, Owner's Representative, LA/A/E, and the City.
- 3) Obtaining Bids: CMR shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest in the Project. The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to

30

be sub-contracted by the CMR. This list shall be developed through the execution, by the CMR, of the Sub-contractor Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.

- 4) Pre-bid Conferences: CMR, with the assistance of LA/A/E and the Owner's Representative, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. The Owner's Representative shall transmit to CMR all of LA/A/E responses to questions at pre-bid conferences, and CMR shall review addenda prepared by LA/A/E to incorporate those responses. CMR shall prepare a record of the questions and answers discussed at the pre-bid conferences that shall be transmitted to the Owner's Representative for use by LA/A/E to prepare addenda.
- 5) <u>Bid Review</u>: CMR, with the assistance of Owner's Representative and LA/A/E, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation to the City and Owner's Representative about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, CMR shall evaluate all applicable alternates referenced in the Contract Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package. In recommending the award of any subcontract, the CMR shall not consider any unauthorized substitutions contained in the bid.
- 6) Pre award Conferences: CMR, with the assistance of the Owner's Representative and LA/A/E, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, CMR shall assist the Owner in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.
- 7) <u>Subcontractor and Material Supplier Review</u>: CMR shall participate in investigating any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.
- 8) Subcontracts: Those portions of the Work that the CMR does not customarily perform with its own personnel shall be performed under subcontracts with the approved bidders (Subcontractors) or by other appropriate agreements with the CMR. The CMR shall prepare all subcontracts on a form developed by the CMR and acceptable to the City, and shall cause the subcontracts to, among other terms, (a) incorporate the provisions of the City's contract with the CMR, to the extent applicable to the work to be performed by each Subcontractor; (b) require the Subcontractor to maintain 100% performance and payment bonds naming the City and CMR as dual obligee beneficiaries in accordance with all applicable laws, and (c) grant the City the right to succeed to the interest of the CMR, or otherwise direct an assignment of, such subcontract or other agreement, at the City's sole option.
- 9) Notice to Proceed: CMR shall obtain from the City a Notice to Proceed for the construction phase of the Project, upon obtaining all appropriate permits and satisfying all

conditions as may be set forth in the CMR contract.

<u>CONSTRUCTION PHASE</u>: Once the City has accepted the GMP, the City will issue a GMP Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- 1) Local Employment: It is the City's goal to maximize the employment of City of Miami Beach and Miami-Dade County residents in the construction of the Project. The CMR shall work with each Subcontractor to create a plan for maximizing local employment, as well as providing periodic reporting to monitor success. At a minimum, the City shall require monthly progress reports to be submitted to the City Commission documenting success throughout the Project duration.
- 2) Access: Subject only to safety requirements, the CMR shall grant, and shall cause all Subcontractors and others performing work on the Project to grant, the City, Owner's Representative, LA/A/E and its consultants, unimpeded access to the work at all times.
- 3) Project Administration: CMR shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient and economical manner and in accordance with the Contract Documents. CMR shall provide administrative, management and related services as required to coordinate, supervise and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and LA/A/E, to complete the Project in accordance with the Contract Documents. CMR shall maintain a competent, full time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. CMR shall cause all Subcontractors to perform the work in accordance with the Contract Documents. CMR shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be involved in the Project. CMR shall arrange for delivery, storage, protection and security for all materials and equipment until the materials are incorporated as part of the work and final acceptance is received from Fentress. CMR shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. CMR shall provide claims administration services, provided CMR shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.
- 4) Contractor Performance: CMR shall cause each Subcontractor to perform its Work in accordance with the requirements of the Contract Documents, and shall make all necessary efforts to protect the Owner against defects and deficiencies in the Work. CMR shall promptly report to the Owner's Representative and LA/A/E all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work and advise the City and LA/A/E of CMR's actions or proposed actions with respect thereto.
- **Means and Methods:** The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement with the City.
- 6) <u>Meetings</u>: CMR shall schedule and conduct a weekly progress meeting to include representatives of the City, LA/A/E, and Owner's Representative to discuss such matters as procedures, progress, problems and scheduling. CMR shall prepare and distribute for

- discussion at each meeting a Two (2) Week look-ahead schedule. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.
- 7) Schedules: No less often than once each month, CMR shall update and distribute the CPM Master Project Schedule and cost and resource loaded Construction Schedule, both of which must incorporate its activities and those of all Subcontractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. CMR shall include in the Construction Schedule the submission of the GMP proposal; components of the work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and Project occupancy requirements, showing portions of the Project having occupancy priority. CMR shall use reasonable care and all necessary efforts to cause the progress of all Work to be maintained in accordance with the Construction Schedule.
- 8) e-Builder: CMR shall use the City's e-Builder™ system for data warehousing.
- 9) <u>Direct Purchases</u>: CMR shall coordinate with the City and Owner's Representative to direct purchase agreed upon materials to realize sales tax savings.
- **10)** Construction Plan: CMR shall develop and submit to the City, Owner's Representative and LA/A/E the Construction Plan which will include a work breakdown structure based upon the approved Construction Schedule and phasing plan.
- **11)** <u>Presentations</u>: Participate and assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups required.
- 12) Progress Reports: No less often than once each month, CMR shall submit to the City, the Owner's Representative and LA/A/E a detailed Progress Report for the City's, Owner's Representative's and LA/A/E review and comment. The format for the Progress Report must be approved and accepted by the City, the Owner's Representative and LA/A/E, and will establish the format to be used for each subsequent monthly Progress Report. The CMR shall index, bind and tabulate the Progress Report in a manner acceptable to the City. The Progress Reports shall include photos documenting the progress of the work. The photos will be 8" x 10" in size, with the date and location noted on the back of each photo. A back-up flash drive or CD of the photos is to accompany the photographs. The Progress Reports and Project Photos are to be made an attachment to the Monthly Application for Payment.
- 13) <u>Daily Log:</u> CMR shall keep a daily log containing a record of weather, all Subcontractor work on the site, number of workers delineated by Subcontractor and trade, work accomplished, problems encountered, material and equipment deliveries made to and received at the Project site and other similar relevant data as the City may require, and shall submit a copy of the log to the Owner's Representative and LA/A/E once each week. The CMR shall also require all Subcontractors to provide independent daily logs of activity.
- **14)** Accounting: CMR shall maintain cost accounting records on work performed by Subcontractors under unit costs or actual costs for labor and materials, or other appropriate basis, and afford the City unrestricted access thereto.
- **15)** Applications for Payment: CMR shall develop and implement procedures acceptable to, and as directed by, the Owner and/or Owner's Representative and consistent with the procedures set forth in the CMR Contract, for reviewing and processing Subcontractors' Applications for Payment, which shall protect the Owner against payment ahead of

- progress and shall require LA/A/E and City's advance written approval as a condition to each payment to a Subcontractor. CMR shall prepare a schedule of values associated with the bid packages and all work on the Project and shall submit the schedule of values for approval by LA/A/E and the Owner's Representative. All payment requests must be in accordance with the schedule of values approved.
- **16)** <u>Prevailing Wage</u>: CMR shall monitor and report on prevailing wage requirements for the Project.
- **17)** Notices: CMR shall file all notices of commencement and all other filings required to be made for the Project.
- 18) Permits: CMR shall obtain building permits and special permits for permanent improvements, except for permits required to be obtained directly by Subcontractors or the City. CMR shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City, Owner's Representative and LA/A/E, CMR shall develop a matrix showing required permits, the party responsible to obtain each permit and the status of each such permit. CMR shall assist the City and LA/A/E in connection with the City's responsibility for filing documents required for the approvals of government entities having jurisdiction over the Project.
- 19) Quality Assurance/ Quality Control: CMR shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order that the standards of construction called for are met. The QA/QC Plan shall address the processes, procedures and responsibilities for the identification, tracking and resolution of all non-conforming work. CMR shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. CMR shall coordinate and monitor all testing provided by others as required by all Contract Documents. CMR shall keep an accurate record of all tests, inspections conducted, findings and test reports.
- 20) Field Questions: CMR shall develop, in conjunction with the City and LA/A/E, procedures acceptable to the City, the Owner's Representative and LA/A/E for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes and change orders due to scope and modifications. CMR shall cooperate with the City, Owner's Representative and LA/A/E to develop systems and procedures to be used by LA/A/E, CMR, the City, the Owner's Representative and the Subcontractors to facilitate quick and accurate communications and to provide for an up to date submittal log accessible to the Project participants. CMR shall recommend necessary or desirable changes to LA/A/E, Owner's Representative and the City, review requests for changes submitted by Subcontractors, negotiate Subcontractor's proposals, submit recommendations to LA/A/E, the City and the Owner's Representative, and if they are accepted by the City, then prepare Change Orders for execution by the appropriate parties.
- 21) <u>Submittals</u>: CMR shall prepare for review and approval a comprehensive Submittal Schedule indicating all anticipated submittals and anticipated timing of submission. The CMR shall receive from each Subcontractor such shop drawings, product data, samples, as-built drawings and other submittals as set forth in a submittal schedule agreed to by the parties, and shall thoroughly review and approve same for conformance with the Contract Documents, and/or take other appropriate action and then submit to LA/A/E. CMR shall stamp or take such other appropriate action with respect to all shop drawings, product data, samples and other submittals to verify the review, approval for conformance with the

- Contract Documents or other action thereon, and in the case of shop drawings, shall also review and coordinate the shop drawing to indicate field conditions, proposed Subcontractor deviations from the Contract Documents, and other requirements that affect design intent. CMR shall transmit to LA/A/E all submittals recommended for approval in accordance with the Contract Documents. CMR's stamp shall constitute its verification that, to the best of the CMR's knowledge and belief based on its review, the submitted item conforms to the Contract Documents and is coordinated with other related work. In collaboration with LA/A/E and the Owner's Representative, CMR shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.
- 22) Record Documents: CMR shall maintain at the Project site (or such other place as approved by the Owner), on a current basis: A record copy of all contracts (including this agreement and all Subcontracts), Construction Documents, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; as-built drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; and other related documents that arise out of the contracts or the work. CMR shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. CMR shall make all records available to the City, Owner's Representative and LA/A/E. Upon final completion (or earlier if practical), CMR shall deliver to the City two reproducible sets of record drawings showing the "as built" condition of the Project. All Project records, including payment and accounting records, shall be made available for inspection or audit by City and/or its representatives, and by Miami-Dade County, including but not limited to the Miami-Dade County Inspector General's Office.
- 23) <u>Safety</u>: CMR shall recommend the content of, implement and continually monitor a safety program for the Project. CMR shall review the safety programs developed by each of the Subcontractors as required by their Contract Documents to promote compliance and coordination with the overall safety program for the Project. CMR shall conduct regular safety meetings pursuant to a schedule approved by the Owner. CMR shall cooperate on tours of the Project site to enhance public relations and shall do so in a safe fashion and in compliance with all applicable laws.
- **24)** Survey: The CMR shall notify the City immediately upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations and utility locations for the Project site.
- 25) Interpretations: CMR shall consult with the Owner's Representative and LA/A/E if any Subcontractor requests interpretations of the meaning and intent of the Construction Documents and shall assist in the resolution of questions that may arise. LA/A/E decisions as to the design effect intended by the Contract Documents will be final and not subject to any further proceedings, if made in good faith. The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, provided that in the event of a conflict, requirements for greater quantity and/or better quality shall govern.
- **26)** <u>Insurance</u>: CMR shall maintain a Contractor Controlled Insurance Program for the Project and, to the extent applicable, receive certificates of insurance for other required insurance coverage from Subcontractors, review such insurance certificates for conformance with Contract Documents, advice the City of expiration dates and forward them to the Owner with a copy to LA/A/E. CMR shall monitor compliance of each Subcontractor with the

- Owner's requirements for insurance and bonding as set forth in the Contracts.
- 27) <u>Inspections</u>: CMR shall assist LA/A/E in conducting inspections and shall coordinate the correction and completion of all work, including non-conforming or defective work. CMR shall prepare for the Owner's Representative and LA/A/E a summary of the status of the work of each Subcontractor, listing changes in any previously issued certificates of substantial completion of the work and recommending the times within which Subcontractors shall complete uncompleted items on their certificates of substantial completion.
- 28) <u>Substantial Completion</u>: CMR shall develop in conjunction with the City, Owner's Representative and LA/A/E a schedule setting forth anticipated dates for inspections of the work or portions thereof (as the case may be) by the City, Owner's Representative and/or LA/A/E in order to determine substantial completion and final completion of the work or designated portions thereof. It is anticipated that LA/A/E shall make an initial visit and one re-inspection for each area of the Work designated on the schedule developed by LA/A/E, CMR and the City. CMR, LA/A/E and the Owner's Representative shall meet with local building inspectors to perform a walkthrough of the Project in an effort to familiarize the local building officials with the Project in general and areas of early completion and to anticipate any issues relating to obtaining occupancy permits.

<u>CLOSEOUT PHASE</u>: The CMR will coordinate project closeout, start-up, and transition to operation, per the contact for Construction. Activities include, but are not limited to:

- 1) Equipment Tests and Systems Start-up: CMR shall be responsible for coordinating various tests for quality control on the Project; verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.
- 2) Punch List: When CMR considers a Subcontractor's work or a designated portion thereof to be substantially complete, CMR shall assist LA/A/E in compiling a coordinated punch list of incomplete or unsatisfactory items and a schedule for their completion.
- 3) Final Inspections. Following LA/A/E issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, CMR shall evaluate the completion of the work of the Subcontractors and make recommendations to the Owner's Representative and LA/A/E when work is ready for final inspection. CMR shall assist LA/A/E and the Owner's Representative in conducting final inspections. CMR shall supervise and coordinate the issuance of all required certificates of occupancy.
- 4) Turn Over: With LA/A/E, Owner's Representative and the City's building operator, CMR shall coordinate, schedule and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. CMR shall secure from the entities required to provide such documents and transmit to the Owner required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contracts, in duplicate, bound and indexed by CMR. CMR shall collect and deliver to the Owner all keys, manuals, record drawings and operating and maintenance books. CMR will coordinate with the LA/A/E to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the LA/A/E).
- 5) Warranty: If any defect appears in the work of any Subcontractor within the applicable

warranty period for that Subcontractor, the CMR shall inspect the affected portions of the Project to determine the scope of the defect and to identify the responsible Subcontractor or Subcontractors. CMR shall take such action as may be required to enforce that Subcontractor's warranty obligations. CMR shall perform and/or coordinate all warranty work to ensure that all warranty obligations are fulfilled in a timely manner. CMR is responsible to the City for Warranties and Guaranties.

- 6) 10-Month Inspection: CMR shall perform a Warranty Inspection ten (10) months following completion of the Project with the Owner's Representative, LA/A/E, and City. CMR will coordinate the Occupancy Evaluation and Warranty Inspection.
- 7) <u>Time is of the Essence</u>: Time is of the essence in the performance of the CMR's contract. CMR shall be responsible for delivering the Project within the Contract Time, and for ensuring its Subcontractors meet all milestone dates and the dates for substantial completion and final completion of the Project.





APPENDIX D



Special Conditions

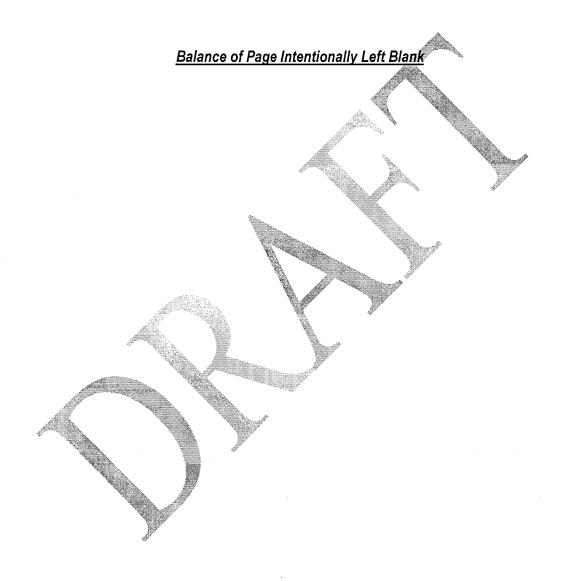
2016-147-KB CONSTRUCTION MANAGER AT RISK (CMR) FOR RESTORATION OF CONVENTION CENTER – CARL FISHER CLUBHOUSE

PROCUREMENT DEPARTMENT 1755 MERIDIAN AVENUE, 3RD FLOOR Miami Beach, Florida 33139

- 1. TERM OF CONTRACT. Not Applicable.
- 2. OPTIONS TO RENEW. Not Applicable.
- 3. PRICES. Not Applicable.
- 4. EXAMINATION OF FACILITIES. Not Applicable.
- 5. INDEMNIFICATION. Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.
- 6. PERFORMANCE BOND. Not Applicable
- 7. REQUIRED CERTIFICATIONS. Not Applicable.
- 8. SHIPPING TERMS. Not Applicable.
- 9. DELIVERY REQUIREMENTS. Not Applicable.
- 10. WARRANTY REQUIREMENTS. Not Applicable.
- 11. BACKGROUND CHECKS. Not Applicable.
- 12. COMPETITIVE SPECIFICATIONS. It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.
- 13. CHANGE OF PROJECT MANAGER. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).
- 14. SUB-CONSULTANTS. The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City

Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

15. NEGOTIATIONS. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.



APPENDIX E



Insurance Requirements

2016-147-KB
CONSTRUCTION MANAGER AT RISK
(CMR) FOR RESTORATION OF
CONVENTION CENTER – CARL FISHER
CLUBHOUSE

PROCUREMENT DEPARTMENT 1755 MERIDIAN AVENUE, 3RD FLOOR Miami Beach, Florida 33139



INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

<u>XXX</u> 1.	Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.		
<u>XXX</u> 2.	Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).		
<u>XXX</u> 3.	Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.		
4.	Excess Liability - \$00 per occurrence to follow the primary coverages.		
<u>XXX</u> 5.	The City must be named as and additional insured on the liability policies; and it must be stated on the certificate.		
6.	Other Insurance as indicated:		
	Builders Risk completed value Liquor Liability Fire Legal Liability Protection and Indemnity Employee Dishonesty Bond Other \$00 \$00		
<u>XXX</u> 7.	Thirty (30) days written cancellation notice required.		
<u>XXX</u> 8.	Best's guide rating B+:VI or better, latest edition.		
XXX 9.	The certificate must state the proposal number and title		

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2016-032-AK FOR THE PURCHASE OF BICYCLES AND RELATED PARTS, ACCESSORIES AND REPAIR SERVICES.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City has a current inventory of 110 bicycles, and purchases approximately 30 bicycles per year utilized by the Police and, Parks and Recreation Departments. As a result, the City issued Invitation to Bid 2016-032-AK (the "ITB") to establish a contract with a qualified vendor(s) for bicycles, parts, accessories, maintenance and repair services.

The ITB stated that the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award. The successful bidder's contract shall be executed for a period of three (3) years from date of contract execution by the Mayor and City Clerk, and may be extended at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms, if mutually agreed by both parties.

The ITB was issued on March 24, 2016. 83 bid notices were issued, 22 vendors downloaded the bid documents from PublicPurchase. Additionally the Procurement Department notified 12 local vendors. On May 9, 2016, a sole bid was received from Miami Beach Bicycle Center, Inc. The pricing received from Miami Beach Bicycle Center, Inc., is included in the table in the attached memo.

Miami Beach Bicycle Center, Inc., has been deemed responsive, therefore, is being recommended as the awarded vendor for Groups A (Items A1 and A4), B and C. The contracts will offer flexible resources to ensure that the Police, and Parks and Recreation Department are able to fulfill its requirements relative to referenced services needed in a timely manner at the bid prices.

CITY MANAGER'S REVIEW AND RECOMENDATION

After considering the bids received, pursuant to ITB 2016-032-AK, and staff's recommendation, The City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Miami Beach Bicycle Center, Inc. for Groups A (Items A1 and A4), B and C; and, further, authorize the Mayor and City Clerk to execute the contracts.

Advisory Board Recommendation:

N/Δ

Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
	3		
	Total		

Financial Impact Summary: All expenditures pursuant to this contract will be based on approved funding appropriated to the respective department's budget.

City Clerk's Office Legislative Tracking:

Alex Denis, John Rebar, Daniel Oates

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD DO	MT	JLM

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Recommendation for Award ITB 2016-032-AK for Bicycles, Parts, Accessories and Repairs.

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO

INVITATION TO BID (ITB) NO. 2016-032-AK FOR THE PURCHASE OF BICYCLES AND RELATED PARTS, ACCESSORIES AND REPAIR

SERVICES.

KEY INTENDED OUTCOME

N/A

FUNDING

All expenditures pursuant to this contract will be based on approved funding appropriated to the respective department's budget.

BACKGROUND

The City has a current inventory of 110 bicycles, and purchases approximately 30 bicycles per year utilized by the Police and, Parks and Recreation Departments. As a result, the City issued Invitation to Bid 2016-032-AK (the "ITB") to establish a contract with a qualified vendor(s) for bicycles, parts, accessories, maintenance and repair services.

The ITB stated that the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award. The successful bidder's contract shall be executed for a period of three (3) years from date of contract execution by the Mayor and City Clerk, and may be extended at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms, if mutually agreed by both parties.

ITB PROCESS

The ITB was issued on March 24, 2016. 83 bid notices were issued, 22 vendors downloaded the bid documents from PublicPurchase. Additionally the Procurement Department notified 12 local vendors. On May 9, 2016, a sole bid was received from Miami Beach Bicycle Center, Inc. The pricing received from Miami Beach Bicycle Center, Inc., is included in the table below.

Bicycle Brand		Group A: Purchase of Bicycles % Discount off Manufacturer's Suggested Retail Price		Group B: Purchase of Bicycle Parts And Accessories		
				% Discount off Manufacturer's Suggested Retail Price		
A1	TREK	10%		20%		
A2	iFORCE	No Bid		No Bid		
A3	GIANT	No E	Bid	No Bid		
A4	FUJI	109	6	20%		
GROU	P C Maintenance And I	Repair Services				
			Parts % Discount off Manufacturer's			
	Labor Hourly Ra	ate	Suggested Retail Price			
	\$70.00		20%			

Miami Beach Bicycle Center, Inc., has been deemed responsive, therefore, is being recommended as the awarded vendor for Groups A (Items A1 and A4), B and C. The contracts will offer flexible resources to ensure that the Police, and Parks and Recreation Department are able to fulfill its requirements relative to referenced services needed in a timely manner at the bid prices.

CITY MANAGER'S REVIEW AND RECOMENDATION

After considering the bids received, pursuant to ITB 2016-032-AK, and staff's recommendation, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Miami Beach Bicycle Center, Inc. for Groups A (Items A1 and A4), B and C; and, further, authorize the Mayor and City Clerk to execute the contracts.

JLM/DO/JR/AD/AK/

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO INVITATION TO BID (ITB) NO. 2016-048-MT FOR ELECTRIC MOTOR REWIND, PUMP REPAIR, REBUILD AND MAINTENANCE.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability.

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City issued Invitation to Bid No. 2016-048-MT (the "ITB") to establish a contract, by means of sealed bids, with a qualified vendor(s), to provide for electric motor rewind, pump repair, rebuild and maintenance for the Public Works Department.

The Contractor must provide all labor, supervision, materials, equipment and supplies necessary to perform said services at various City of Miami Beach facilities. The ITB stated that the lowest responsive, responsible bidders meeting all terms, conditions, and specifications of the ITB will be recommended for award.

The contract shall remain in effect for three (3) years from date of contract execution by the Mayor and City Clerk, and may be extended at the sole discretion of the City, through the City Manager, for two (2) additional one (1) year terms, if mutually agreed by both parties.

The ITB was issued on April 11, 2016. 33 bid notices were issued and a pre-proposal bid and site visit were held on April 18, 2016. The ITB was categorized into multiple groups by pump and motor manufacturer.

On May 2, 2016, bids were received from Condo Electric Motor Repair Corporation and Kaman Industrial Technologies Corporation. The bid tabulation is attached in Appendix A. Condo Electric Motor Repair, Corporation, has been deemed as the lowest responsive, responsible bidder for all Groups 1 through 6.

CITY MANAGER'S RECOMMENDATION

The City Manager considered the bids received and staff's recommendation, pursuant to ITB 2016-048-MT, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract for Groups 1 through 6 to Condo Electric Motor Repair, Corporation; and further authorize the Mayor and City Clerk to execute contract.

Advisory Board Recommendation:

N/A

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Source of		Amount	Account
Funds:	1	/ \$120,000	425-0420-000343 JK
	2	\$100,000	427-0427-000342 OK
N S	3	\$80,000	425-0410-000342 - 7
//	Total	\$300,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Roy Coley

Sign-Oils.									
Department Director	Assistant City Manager	City Mahager							
AD_RC_RC_	MT_2(EC2'	JLM_/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\							

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO INVITATION TO BID (ITB) NO. 2016-048-MT FOR ELECTRIC MOTOR

REWIND, PUMP REPAIR, REBUILD AND MAINTENANCE.

KEY INTENDED OUTCOME

FUNDING

Funding has been allocated in the Public Works Department for these services for FY2016 as follows:

Account	Amount
425-0420-000343	\$120,000
427-0427-000342	\$100,000
425-0410-000342	\$80,000

Additional expenditures for these services may be allocated and are contingent upon available funds.

BACKGROUND

The City issued Invitation to Bid No. 2016-048-MT (the "ITB") to establish a contract, by means of sealed bids, with a qualified vendor(s), to provide for electric motor rewind, pump repair, rebuild and maintenance for the Public Works Department.

The Contractor must provide all labor, supervision, materials, equipment and supplies necessary to perform said services at various City of Miami Beach facilities. The ITB stated that the lowest responsive, responsible bidders meeting all terms, conditions, and specifications of the ITB will be recommended for award.

The contract shall remain in effect for three (3) years from date of contract execution by the Mayor and City Clerk, and may be extended at the sole discretion of the City, through the City Manager, for two (2) additional one (1) year terms, if mutually agreed by both parties.

2

Award Recommendation ITB 2016-048-MT for Electric Motor Rewind, Pump Repair, Rebuild And Maintenance

ITB PROCESS

The ITB was issued on April 11, 2016. 33 bid notices were issued and a pre-proposal bid and site visit were held on April 18, 2016. The ITB was categorized into multiple groups by pump and motor manufacturer:

Group 1- Fairbanks Morse

Group 2- Flygt

Group 3- Flowserve

Group 4- ABS Pumps

Group 5- KJI Hydro

Group 6- Wilo EMU

On May 2, 2016, bids were received from Condo Electric Motor Repair Corporation and Kaman Industrial Technologies Corporation. The bid tabulation is attached in Appendix A. Condo Electric Motor Repair, Corporation, has been deemed as the lowest responsive, responsible bidder for all Groups 1 through 6.

CITY MANAGER'S RECOMMENDATION

The City Manager considered the bids received and staff's recommendation, pursuant to ITB 2016-048-MT, and recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract for Groups 1 through 6 to Condo Electric Motor Repair, Corporation; and further authorize the Mayor and City Clerk to execute contract.

JLM / MT/ PC / AD / RC / MLT

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO INVITATION TO BID (ITB) NO. 2016-050-MT FOR FIRE ALARM MONITORING SERVICES, ANNUAL INSPECTIONS, TESTING, CERTIFICATION, AND REPAIRS CITYWIDE

Key Intended Outcome Supported:

Streamline the delivery of services through all departments.

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City issued an Invitation to Bid 2016-050-MT (the "ITB") to establish a contract, by means of sealed bids, with qualified vendor(s) to provide fire alarm monitoring services, annual inspections, testing, certification, and repairs for City facilities.

The Contractor must provide all labor, supervision, materials, equipment and supplies necessary to perform said services at various City of Miami Beach facilities. The ITB stated that the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award.

The contract shall remain in effect for three (3) years from date of contract execution by the Mayor and City Clerk, and may be extended at the sole discretion of the City, through the City Manager, for two (2) additional one (1) year terms, if mutually agreed by both parties.

The ITB was issued on March 24, 2016. 191 bid notices were issued and a pre-proposal bid was held on March 30, 2016. On April 18, 2016, bids were received from: AFA Protective Systems, Inc. and Fire Alarm Systems & Security, Inc.

For all Groups 1 – 10, AFA Protective Systems, Inc. has been deemed as the lowest responsive, responsible bidder for these groups and, therefore, is being recommended as the primary vendor for these groups. Additionally, Fire Alarm Systems & Security, Inc. has been deemed the second lowest responsive, responsible vendor for all Groups 1 through 10 and, therefore, is being recommended as the secondary vendor. The bid tabulation is attached in Appendix A. Having a secondary vendor will allow the Property Management Department to be able to secure and meet the demands for the required services in the event that the primary vendor is not able to provide services.

CITY MANAGER'S RECOMMENDATION

After considering the bids received and staff's recommendation, pursuant to ITB 2016-050-MT, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract as the primary vendor for Groups 1 through 10 to AFA Protective Systems, Inc.; and approve the award of a contract as secondary vendor for Groups 1 through 10 Fire Alarm Systems & Security, Inc.; and, further, authorize the Mayor and City Clerk to execute the contract(s).

Advisory Board Recommendation:

N/A

Financial Inform	ation:		
Source of		Amount	Account
Funds:	1	.	
	Total		
Financial Impa	ct Summa	ary: Expenditures for	or these services are allocated annually in account 520-
1720-000325. A	ll expendit	ures are contingent	upon funds available.

1720 000020: 7 th oxportation of Containgorit aport fartas available:							
City Clerk's Office Legislative Tracking:							
Alex Denis, Anthony Kaniewski							
Sign-Offs: /	Sign-Offs: /						
Deβartment Director	Assistant City Manager	City Mapager					
AD AK	MT	JLM					

T:\AGENDA\\2016\June\Procurement\2016-050-MT (ITB) Fire Alarm Monitoring Services, Annual Inspections, Testing, Certification, and Repairs Citywide\ITB-2016-050-MT FIRE ALARMS COMMISSION ITEM SUMMARY.docx

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO INVITATION TO BID (ITB) NO. 2016-050-MT FOR FIRE ALARM MONITORING SERVICES, ANNUAL INSPECTIONS, TESTING, CERTIFICATION, AND REPAIRS CITYWIDE

KEY INTENDED OUTCOME

Streamline the delivery of services through all departments.

FUNDING

Expenditures for these services are allocated annually in account 520-1720-000325. All expenditures are contingent upon funds available.

BACKGROUND

The City issued an Invitation to Bid 2016-050-MT (the "ITB") to establish a contract, by means of sealed bids, with qualified vendor(s) to provide fire alarm monitoring services, annual inspections, testing, certification, and repairs for City facilities.

The Contractor must provide all labor, supervision, materials, equipment and supplies necessary to perform said services at various City of Miami Beach facilities. The ITB stated that the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award.

The contract shall remain in effect for three (3) years from date of contract execution by the Mayor and City Clerk, and may be extended at the sole discretion of the City, through the City Manager, for two (2) additional one (1) year terms, if mutually agreed by both parties.

ITB PROCESS

The ITB was issued on March 24, 2016. 191 bid notices were issued and a preproposal bid was held on March 30, 2016. On April 18, 2016, bids were received from: AFA Protective Systems, Inc. and Fire Alarm Systems & Security, Inc. Recommendation for Award ITB 2016-050-MT, Fire Alarm Monitoring, Annual Inspections, Testing. Certification, and Repairs

The ITB categorized Groups 1-9 by manufacturer of the fire alarm systems deployed Citywide. Group 10 is for the monitoring of these systems:

Group 1- Cerberus Systems
Group 2- ESL Systems
Group 3- FCF Systems
Group 4- Firelit Systems
Group 4- Group 8- Siemens Systems
Group 9- Silent Knight

Group 5- GE Systems Group 10- Fire Alarm Systems

Monitoring Services

For all Groups 1 – 10, AFA Protective Systems, Inc. has been deemed as the lowest responsive, responsible bidder for these groups and, therefore, is being recommended as the primary vendor for these groups. Additionally, Fire Alarm Systems & Security, Inc. has been deemed the second lowest responsive, responsible vendor for all Groups 1 through 10 and, therefore, is being recommended as the secondary vendor. The bid tabulation is attached in Appendix A. Having a secondary vendor will allow the Property Management Department to be able to secure and meet the demands for the required services in the event that the primary vendor is not able to provide services.

CITY MANAGER'S RECOMMENDATION

After considering the bids received and staff's recommendation, pursuant to ITB 2016-050-MT, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract as the primary vendor for Groups 1 through 10 to AFA Protective Systems, Inc.; and approve the award of a contract as secondary vendor for Groups 1 through 10 Fire Alarm Systems & Security, Inc.; and, further, authorize the Mayor and City Clerk to execute the contract(s).

JLM / MT/ AD / AK / MLT

T:\AGENDA\2016\June\Procurement\2016-050-MT (ITB) Fire Alarm Monitoring Services, Annual Inspections, Testing, Certification, and Repairs Citywide\ITB-2016-050-MT FIRE ALARMS MEMO.docx

APPENDIX "A" ITB-2016-050-MT

AFA Protective System	ns, i	Inc.	Fire Alarm Systems & Security Inc.		
Group 1 (Corbonus Sustams)			Group 1 (Cerberus		
Group 1 (Cerberus Systems)	\$	3,777.00	Systems)	\$	9,400.00
Group 2 (ESL System)	\$	2,977.00	Group 2 (ESL System)	\$	8,300.00
Group 3 (FCF Systems)	\$	3,111.00	Group 3 (FCF Systems)	\$	8,900.00
Group 4 (Firelit Systems)	\$	3,306.00	Group 4 (Firelit Systems)	\$	10,050.00
Group 5 (GE Systems)	\$	3,313.00	Group 5 (GE Systems)	\$	9,400.00
			Group 6 (Honeywell		
Group 6 (Honeywell Systems)	\$	3,734.00	Systems)	\$	8,900.00
			Group 7 (Notifier		
Group 7 (Notifier Systems)	\$	39,219.00	Systems)	\$	85,500.00
			Group 8 (Notifier		
Group 8 (Notifier Systems)	\$	3,806.00	Systems)	\$	9,150.00
			Group 9 (Notifier		
Group 9 (Notifier Systems)	\$	39,607.00	Systems)	\$	87,325.00
Group 10	\$	6,120.00	Group 10	\$	12,240.00
Total	\$	108,970.00	Total	\$	249,165.00

Condensed Title:

REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS

Key Inte	ended	Outcome	Sup	ported:

Streamline The Delivery Of Services Through All Departments

Supporting Data (Surveys, Environmental Scan, etc.):

Item Summary/Recommendation:

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered contractor performance and risk management considerations (e.g., insurance and bonds, as applicable). Additionally, the contract renewals are applicable to the contract period only and do not alter other terms and conditions of the contract or the scope of the procurement. Any changes to the scope of the original contract shall be presented under a separate item individually or require a new procurement process altogether.

The purpose of this item is to request authority to renew the competitively solicited contract(s) for routine operational listed herein. The justification for renewing the listed contract(s) is included with the contract information.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission approve the extension of agreements with Stifel, Nicolaus & Co. for bond underwriting services; Arpeggio Acoustic Consulting, LLC; Edward Dugger + Associates, P.A., Langan Engineering & Environmental Services, Inc. for noise, acoustic and sound consulting services; AAA Automated Door Repair, Inc., and Best Garage Door, Inc. for door related services.

Δ	dvienry	Roard	Recomme	ndation

Financial Information:

Source of	Amount		Account	
Funds:	1	1 See below.	See below.	
	2			
	3			
OBPI	Total			

Financial Impact Summary: All expenditures are contingent upon approved budgeted funds being available.

City Clerk's Office	Legislative	Tracking:
---------------------	-------------	-----------

Sign-Offs:		
Department Director	Assistant City Manager	\dity Manager
AD	MT	JLM

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MIAMIBEACH

AGENDA ITEM CZE
DATE G-8-16



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales City Manager

DATE:

June 8, 2016

SUBJECT: REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR

ROUTINE OPERATIONAL REQUIREMENTS

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

BACKGROUND

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered contractor performance and risk management considerations (e.g., insurance and bonds, as applicable). Additionally, the contract renewals are applicable to the contract period only and do not alter other terms and conditions of the contract or the scope of the procurement. Any changes to the scope of the original contract shall be presented under a separate item individually or require a new procurement process altogether.

The purpose of this item is to request authority to renew the competitively solicited contract(s) for routine operational requirements listed herein. The justification for renewing the listed contract(s) is included with the contract information.

Contract Number:	Expiration Date:	Renewal Period:
RFP-15-09/10	April 14, 2016	April 14, 2017
Tilla		

Title:

Bond Underwriter Services

Contractor:

Stifel, Nicolaus & Company, Incorporated

Brief Scope:

The selected firms may participate in future bond issues by assisting the City with the development of financing structures, preparation of preliminary and final official statements, bond resolutions, and other documentation as may be required. The underwriters price, market and sell the bonds to investors in municipal securities.

Best Interest Justification:

On April 14, 2010 pursuant to RFP-15-09/10, the Commission adopted resolution 2010-27373 to establish the underwriters for the Miami Beach Redevelopment Agency tax increment bonds, the resort tax revenue bonds, the parking revenue bonds for the Miami Beach Convention Center Project and the stormwater revenue bonds, for a five (5) year period with five (1) one year renewals.

Stern Agee was part of the City's initial pool in 2010; however they were not included on the 2015 pool as they no longer had Florida representation. In early 2015, the firm of Stifel, Nicolaus & Co. informed the City that it was acquiring Stern Agee and requested to be included in the City's Pool. The City informed Stifel, Nicolaus & Co. that it would take it under consideration once the acquisition was finalized. In June 2015, Stifel completed the acquisition of Sterne Agee which has public finance representation in Florida at its Orlando office.

At this time, the Administration recommends adding Stifel, Nicolaus & Co. (successor to Stern & Agee) to the pool of prequalified bond underwriting firms for a one (1) year renewal period. Having a pool of prequalified bond underwriting firms expedites the issuance of a bond once the City has identified a need to do so.

Contract Number:	Expiration Date:	Renewal Period:
RFQ-42-09/10	June 15, 2016	Month to Month
Title		

Agreement For Noise, Acoustic, And / Or Sound Services

Arpeggio Acoustic Consulting, LLC; Edward Dugger + Associates, P.A.; Langan Engineering & Environmental Services, Inc.

Brief Scope:

This contract provides for noise, acoustic and/or sound consulting services on an "as-needed basis", for the review of projects being reviewed by the City's Planning Department staff and the City's Land Use Review Boards.

Best Interest Justification:

The City released an RFQ on April 19, 2016 for the noise, acoustic and sound consulting services on an "asneeded basis." Only one (1) responsive proposal was received in response to the RFQ. Two (2) proposals were deemed non-responsive to the requirements of the RFQ. Pursuant to Section 2-367(b)(1), the Administration expects to reject all proposals. This will allow specifications and minimum requirements to be reviewed to determine any issues that may have prevented sufficient competition. Any modifications to the RFQ will be submitted to the City Commission for its review and approval to issue a subsequent RFQ.

Contract Number:	Expiration Date:	Renewal Period:
ITB-09-11/12	July 2, 2016	Month to Month

Title:

Door Related Repair and Replacement Service

Contractor:

AAA Automated Door Repair, Inc.

Best Garage Door, Inc.

Brief Scope:

This contract provides for the repair and replacement services for various types of doors, including wood and metal doors, electric doors, gates and access control products installed throughout the City's facilities on an as needed basis.

Best Interest Justification:

The City is currently assessing its access control needs. To do so, the City Commission authorized the issuance of RFQ 2016-139-WG for an access control consultant. As a result, future solicitations for door related services will likely exclude access control. Additionally, the Administration is currently analyzing the possibility of utilizing a cooperative agreement for the door related services that are not included in the access control project. Procuring services through cooperative agreements potentially results in cost savings to the City because of the aggregated volume and buying power of multiple governmental agencies. While the above reference analysis is completed, it is recommended that the current agreement be renewed on a month to month basis until a new replacement agreement is executed.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the extension of agreements with Stifel, Nicolaus & Co. for bond underwriting services; Arpeggio Acoustic Consulting, LLC; Edward Dugger + Associates, P.A., Langan Engineering & Environmental Services, Inc. for noise, acoustic and sound consulting services; AAA Automated Door Repair, Inc., and Best Garage Door, Inc. for door related services.

JLM/JMT/AD/ME/AG

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COMMISSION COMMITTEE ASSIGNMENTS

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSON MEMORANDUM

TO:

Mayor Philip Levine Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: REFERRAL TO NEIGHBORHOOD\$/COMMUNITY AFFAIRS COMMITTEE SIX PROPOSED ART IN PUBLIC PLACES (AIPP) PROJECTS FOR PLACEMENT AT THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT

(MBCC PROJECT).

KEY INTENDED OUTCOME

Maximize Miami Beach as a Destination Brand.

FUNDING

Pursuant to Section 82-587 of the City Code, the "hard costs" for construction of the MBCC Project is currently estimated at \$470.7 million and, based on an appropriation of one and one-half percent (11/2 %) of the construction costs, funding for the AiPP projects for the MBCC Project is estimated at \$7,060,797.

BACKGROUND

The MBCC Project represents the largest public art opportunity undertaken by the City of Miami Beach Art in Public Places Program to date. Given the complexity and scale of the projects, the City Administration sought guidance from Miami-Dade County Department of Cultural Affairs. Art in Public Places Program (County) to provide technical assistance and project management. Following discussions with the County, the City Administration concluded that it was in the City's best interest to enter into an Agreement with the County to provide consulting and project management support for the implementation of the AiPP projects for the MBCC Project.

On October 8, 2014, the AiPP Committee met and the County presented its proposal for assisting with the production of AiPP projects at the MBCC Project. Additionally, the County recommended establishing a Professional Advisory Committee (PAC), which would consist of City AiPP members for the selection of artists for the MBCC Project.

On December 4, 2014, the City of Miami Beach AiPP, in collaboration with the County, issued an international "Call to Artists" to professional artists or artist teams announcing the opportunity to create monumental works of public art for the MBCC Project. The deadline for artist applications was January 16, 2015.

On December 18, 2014, the City Commission adopted Resolution No. 2014-28883, accepting the terms of the County's project management proposal and directing the Administration to draft an appropriate agreement based on the approved terms set forth in the County's proposal. Page 2 of 3
Proposed Public Art Projects Miami Beach Convention Center
City Commission Meeting
June 8, 2016

Additionally, the City Commission adopted Resolution 2014-28884, approving and establishing a PAC for the MBCC Project, pursuant to City Code Section 86-612(c).

In response to the Call to Artist, five hundred and twenty four (524) applications were received. On January 30, 2015, the PAC, City and County representatives met and recommended twenty-six (26) artists to develop site specific proposals for the MBCC Project. Subsequently, nine (9) artists declined their invitation due to previous commitments and schedules. Over a series of three days, September 28 — September 30, 2015, seventeen (17) artists presented site specific project proposals to the PAC, City and County representatives involved in the MBCC Project. On October 1, 2015, the PAC reconvened and each of the project proposals was discussed in great detail. After nearly an hour of deliberation, the following artists were recommended for the MBCC Project:

Franz Ackermann (Berlin), Southeast Corner Exterior Walls

Michael Elmgreen and Ingar Dragset (London/Berlin), Convention Center Park

Ellen Harvey (Brooklyn), Grand Ballroom Pre-Function Room

Joseph Kosuth (New York/London), West Lobby

Joep Van Lieshout (Netherlands), Northeast Park Collins Canal

Sarah Morris (New York), Northeast Corner Exterior Walls

At the November 17, 2015 AiPP meeting, a motion was passed approving the PAC recommendation to commission the above noted artists (Attached Exhibit A).

As set forth above, the AIPP budget allocated for the MBCC Project was \$7,060,797. Given the strong caliber and quality of the artists, the significance of the overall MBCC Project, and the importance of the public art component as the largest AiPP project ever undertaken in the City's history, the AIPP Committee recommended increasing the project budget by an additional \$470,000 from AiPP Fund 147. As required by Ordinance, this fund may only be spent on AiPP projects within the City Center RDA, where the MBCC Project is located. The additional allocation enhances the scale of the project for the Northeast Park Collins Canal, ensures there are sufficient amounts available to cover project expenses, the County's administrative fees, and contingency.

At its meeting on January 19, 2016, a motion was passed by the AiPP Committee to allocate \$470,000 from existing AiPP Fund 147 to increase the total MBCC project budget to \$7,530,797. The total budget allocation is noted as follows:

Artist	Project Location	Estimated budget
Franz Ackermann	Southeast Corner Exterior Walls	\$ 750,000
Michael Elmgreen and Ingar Dragset	Convention Center Park	\$ 1,100,000
Ellen Harvey	Grand Ballroom Pre-Function Room	\$ 750,000
Joseph Kosuth	West Lobby	\$ 2,200,000
Joep Van Lieshout	Northeast Park Collins Canal	\$ 500,000
Total Allocation for Artwork		\$ 6,300,000

Allocation for Artworks:

Miami Dade County Administrative Services and Brainets M

\$ 6,300,000

Miami-Dade County Administrative Services and Projects Management: Contingency and Additional Project Expenses:

\$ 706,080 \$ 524,717

TOTAL PROJECT BUDGET:

\$ 7,530,797

Page 3 of 3
Proposed Public Art Projects Miami Beach Convention Center
City Commission Meeting
June 8, 2016

The Administration supports the AIPP Committee's above recommendations as to the artists, the individual projects and estimated budgets, and the overall AIPP Project budget.

At its May 3, 2016 meeting, the Design Review Board (DRB) approved, at the required public hearing, the six proposed AiPP projects for the MBCC Project as to location, footprint, relationship to context, and the use of physically and aesthetically durable materials for its construction and other relevant factors in considering its approval. Additionally, Sarah Morris's proposal for the Northeast Exterior Walls, which is partially located in the Collins Park Historic District, was reviewed and approved by the Historic Preservation Board, at the required public hearing, on May 10, 2016.

Attached is the DRB presentation (Exhibit B) which provides the following:

- Artist Biographies
- Artist Statements
- Images of proposed artwork at locations with dimensions
- Images of other completed public art projects by the artists

A proposed projected time-line subject to change:

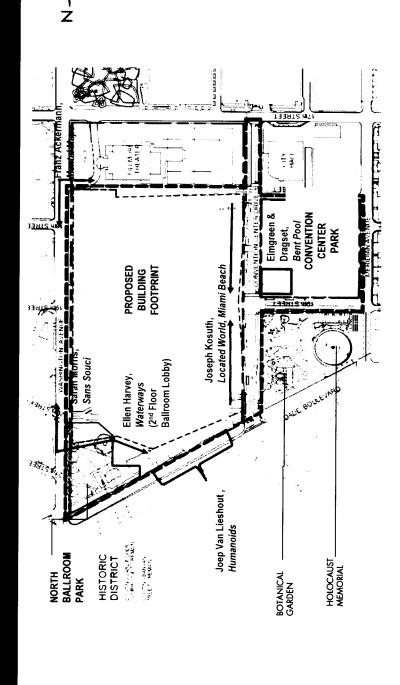
- City Commission (Referral to Neighborhoods/Community Affairs Committee) June 10, 2016
- Neighborhood and Community Affairs Committee June 10, 2016
- City Commission for award July 13, 2016

CONCLUSION

The Administration recommends discussion of six proposed public art projects for placement at the MBCC Project to Neighborhoods/Community Affairs Committee.

MBCC Project AiPP Recommendations

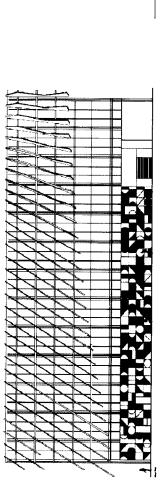
- •Unique works of art by six world renowned contemporary artists
- · Integrated with architecture and landscape Interior and Exterior Works
- ·Dimensions as provided by artist in design development drawings
- · All materials must be approved by an art conservation specialist familiar with marine grade environment
- •All exterior works will have graffiti protective coating

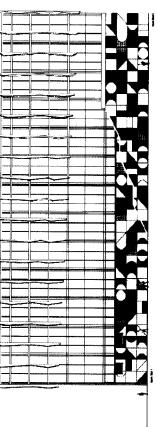




SARAH MORRIS, SANS SOUCI, PROJECT BUDGET \$1M PAINTED PORCELAIN TILE ON WALL Northeast Corner exterior walls

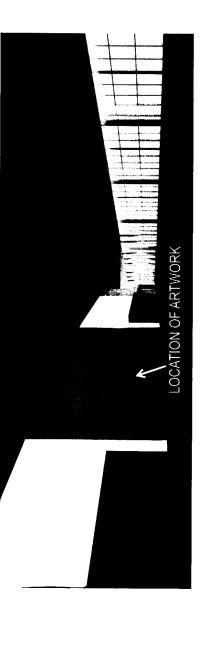








GRAND BALLROOM PRE-FUNCTION ROOM ELLEN HARVEY, WATERWAYS, PROJECT BUDGET \$750,000 custom fabricated mirrored glass tiles





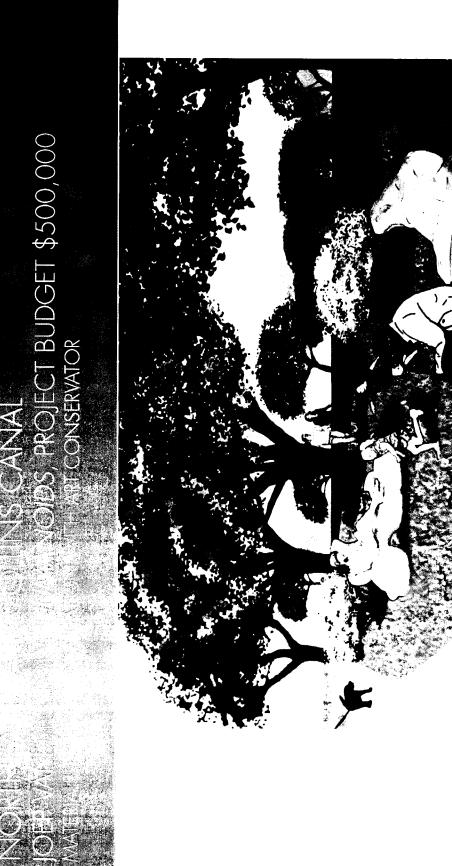
FRANZ A PAINT ON A

EXTERIOR WALLS NTAL MAPS, PROJECT BUDGET \$750,000

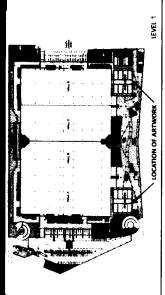


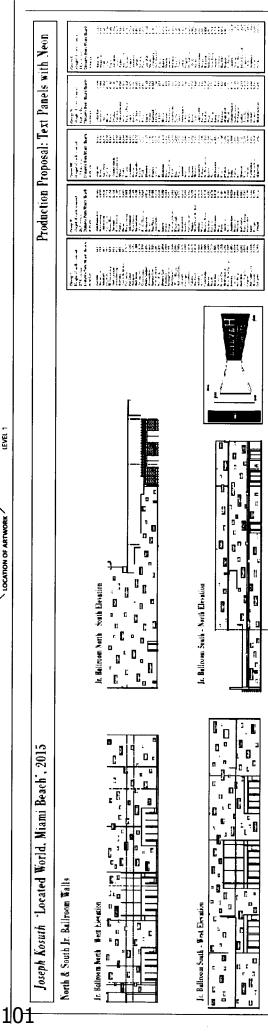
LOCATION OF ARTWORK





WEST LOBBY ENTRANCE JOSEPH KOSUTH, *LOCATED WORLD, MIAMI BEACH,* PROJECT BUDGET \$2.2M Text panels with neon

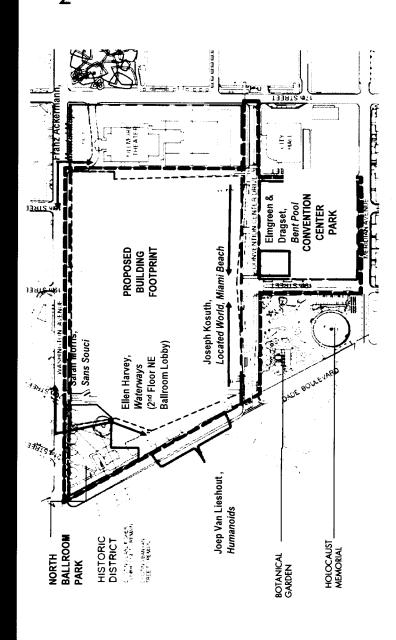






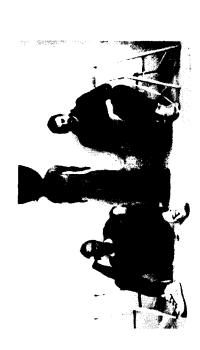
PROJECT SCOPE

- Six Artistic Interventions for the Miami Beach Convention Center Expansion and Renovation Project
- Unique works of art by six world renowned contemporary artists
- Integrated with architecture and landscape of Miami Beach Convention Center-Interior and Exterior Works
- Dimensions as provided by artist in design development drawings
- specialist familiar with marine grade weather environments All materials must be approved by an art conservation
- All exterior works will have graffiti protective coating



ELMGREEN & DRAGSET

Tate in Berlin and have worked together as an artist Museum of Art, Seoul; National Gallery of Michael Elmgreen (b. 1961, Copenhagen) and Ingar Dragset (b. 1969, Trondheim) are based duo since 1995. They have held solo exhibitions worldwide, including at PLATEAU, Samsung Fearnley Rotterdam; ZKM Museum of Modern Art, Modern, London; and Kunsthalle Zürich. They Moscow, Gwangju, São Paulo, Istanbul, and Oslo, Victoria and Albert Museum, Karlsruhe; MUSAC, León; The Power Plant, Berlin biennials and received a special mention Bahnhof, Berlin (2002). In 2012 Elmgreen & Museum Boijmans van Beuningen, for their exhibition "The Collectors", Nordic and Guggenheim Museum, New York (2000) and won the Preis der Nationalgalerie, Hamburger Dragset were selected for London's Fourth have participated in the Liverpool, Singapore, They were shortlisted for the Hugo Boss Prize, Square Danish Pavilions, 53rd Venice Biennale (2009) Serpentine Gallery, London; Astrup Copenhagen; www.elmgreen-dragset.com Commission Denmark, Museet, London; Toronto;



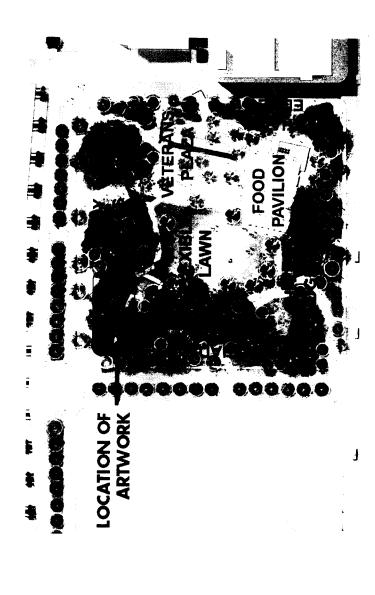
Artist Statement Bent Pool (Working Title), 2015

works, sculptures, performances, and large-scale installations that often emphasize the everyday or the insignificant, especially within our ongoing investigations of the physical and social conventions of urban "We often reconfigure the aesthetics and contexts of familiar spaces and objects to challenge people's perceptions of them, so that they can experience them in new ways. Our artistic practice encompasses public squares and parks, and of public institutions such as museums, hospitals, waiting rooms, prisons, and airports. We compare these public places with people's domestic and private spheres, in which we all live out our own ndividual lifestyles and desires.

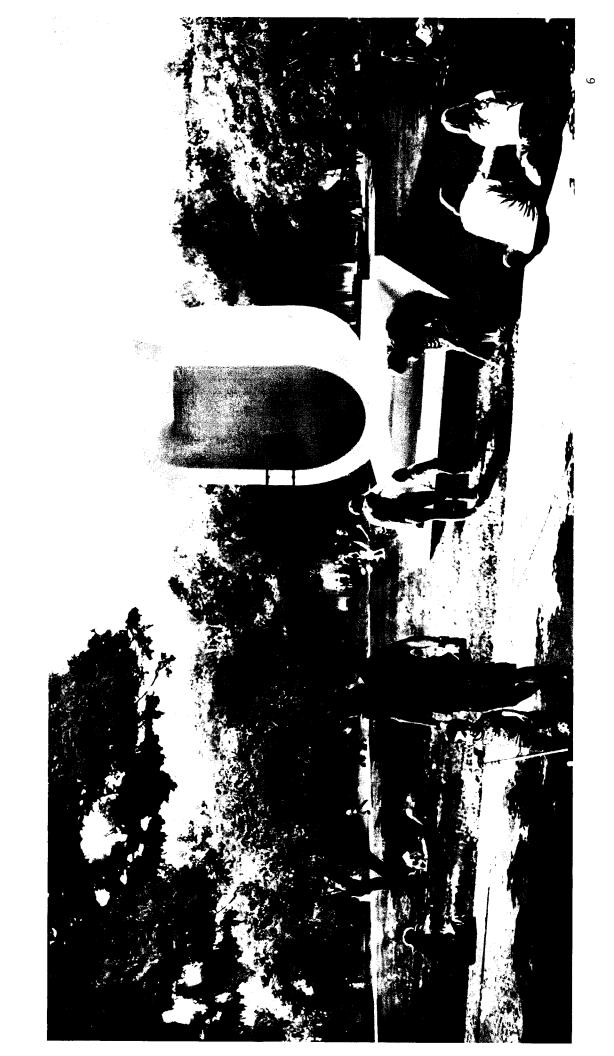
domestic object into a monumental arch: a swimming pool, modified in its design and isolated from its With Bent Pool, we again confront the conventional sculptural traditions of what an outdoor sculpture can be. Whereas public sculptures often commemorate historic events in a heroic way, this work turns an everyday functional context."

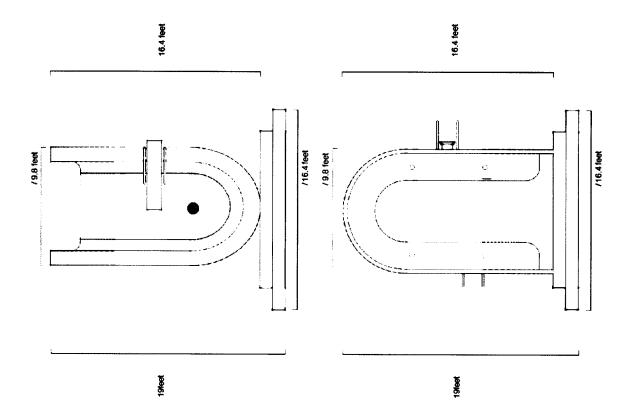
MONUMENTAL EXTERIOR WORK

ELMGREEN AND DRAGSET, BENT POOL (WORKING TITLE)
MATERIALS TBD IN CONSULTATION WITH ART CONSERVATOR









OVERALI MEASUREMENTS: Approx. 191 x 16.41x 16.41

MATERIALS
Preferably fiber glass or aluminum with inner steel construction stainless steel ladder and pool lamps

to be confirmed .

The poc, should be mounted on a two tier plinth, that contains and concease the support structure. An electrical cower source will be necessary to light the inside of the pool throughout the night

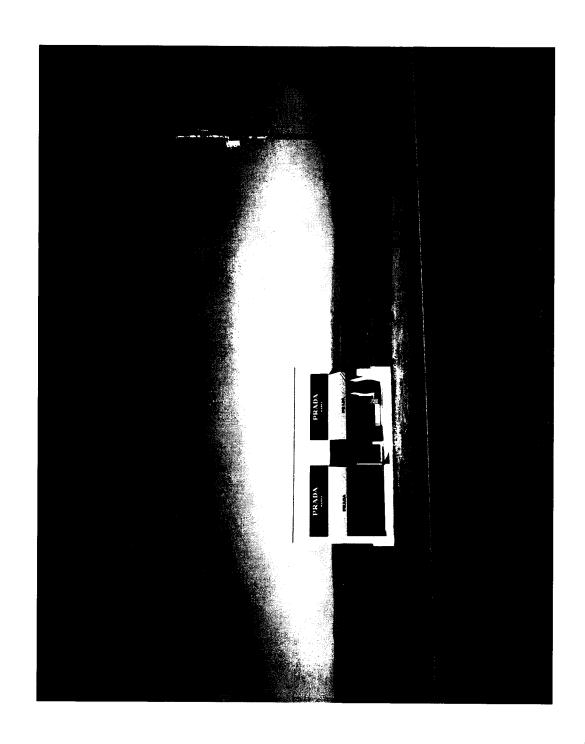
MAINTENANCE

Weekly cleaning of the pool, or more frequently depending on the

city's fountain cleaning plan Cleaning of the whole sculpture with water every six months, depending on the environmental conditions



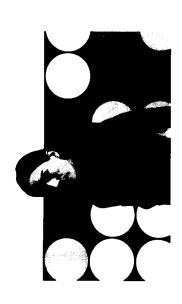
Elmgreen & Dragset
Powerless Structures, Fig. 101, 2012, Fourth Plinth, London



Elmgreen & Dragset Prada, Marfa, Texas, 2005

SARAH MORRIS

Program Mitchell Painting Award (2001-02). Morris has Kunsthalle Zürich (2000); Hamburger Bahnhof – Museum für Gegenwart, Berlin (2001); Moderna Sarah Morris was born in 1967 in the UK. She studied at Brown University (1985-89) and pefore completing the Whitney Museum of Berlin Prize Fellow (1999-2000) and Joan and numerous international solo exhibitions Jesus College, Cambridge University (1987–88) 1989-90). She received the American Academy Paris (2005), Museum Boijmans van Beuningen, Bologna (2009); Museum für Moderne Kunst, Frankfurt Museet, Stockholm (2005); Palais de Tokyo, Munich ncluding Museum of Modern Art, Oxford (1999); Beyeler National the Arts Columbus, Ohio (2012), Musée Nationa Fernand Léger, Biot (2012), Kunsthalle Bremen Bremen (2013), M Museum, Leuven (2015) Lenbachaus, am Main (2009); Wexner Centre for American Art Independent Study (2008), Museo d'Arte Moderna di Fondation Rotterdam (2006); Rienhen/Basel (2008); www.sarah-morris.info

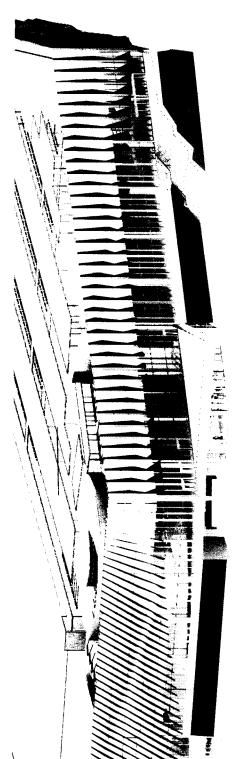


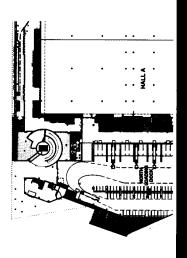
Artist Statement Sans Souci, 2015

Sans Souci, is a vibrant site-specific artwork by Sarah Morris, providing an evolving spectrum of color and geometry that invites the viewer to reflect upon the concepts of motion, scale, light and social space through the use of organic and geometric forms. The artwork, with over 5,000 sq. ft. of exterior wall space, will be custom fabricated porcelain tile on wall. Located on the Northeast exterior walls of the Miami Beach Convention Center, Sans Souci connects the passer-by, whether they are on foot or in a car, with the architecture of the building and the city at large.

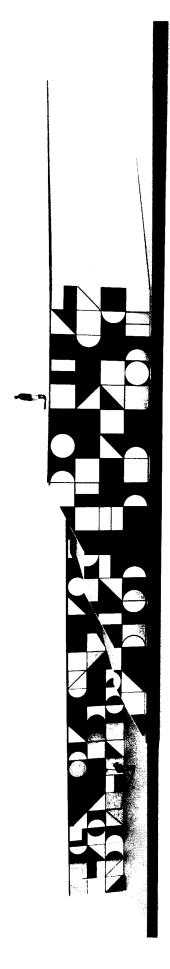
Morris's longstanding practice employs the psychological and visceral properties of color in her paintings, and a fictional cinematic space produced by documenting reality in her films. Throughout her practice, Morris has focused upon the idea of mapping the city and the The forms in the wall painting create a tempo, a joining of time and space, crystalized into color. fragmentary path of the individual with virtual diagrams of architecture and movement. Miami and most importantly the City of Miami Beach have long been the subjects of focused interest for Morris. She made her third film titled "Miami" in 2002, which was prominently exhibited at City of North Miami MoCA that same year. Her simultaneous series of paintings focused on Miami's past and present. Florida's history in relation to tourism, leisure, architecture, industry, the American dream and politics are rich subjects for Morris's interest. Sans Souci references Morris Lapidus's first architectural work in 1949 outside of his interior designs.

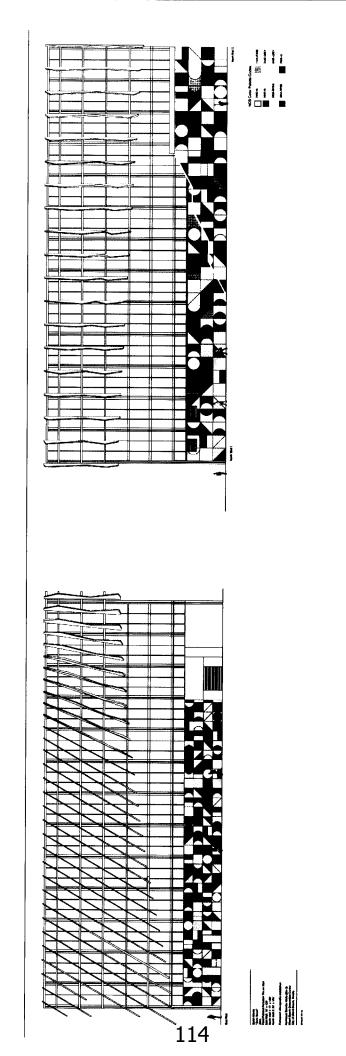
NORTHEAST EXTERIOR WALLS Sarah Morris, Sans Souci Painted porcelain tile on wall











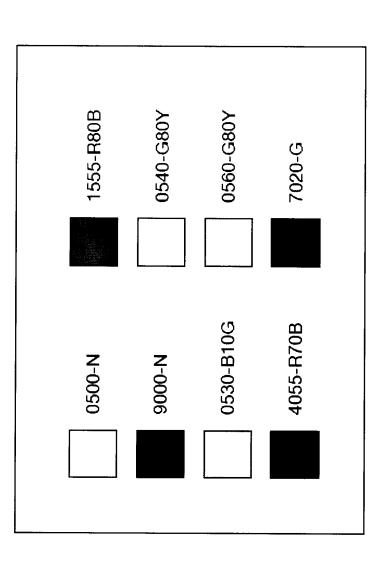
"Sans Souci"

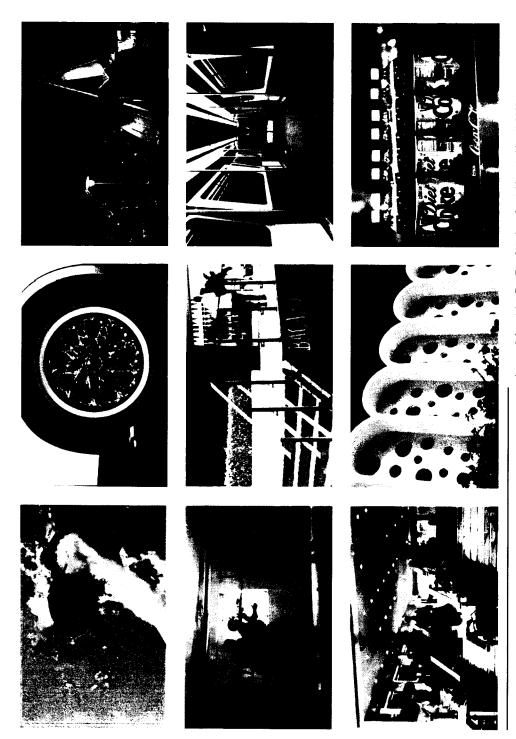
Dimensions:

East Wall 16' x 129'

North Wall (1) 17' x 122'

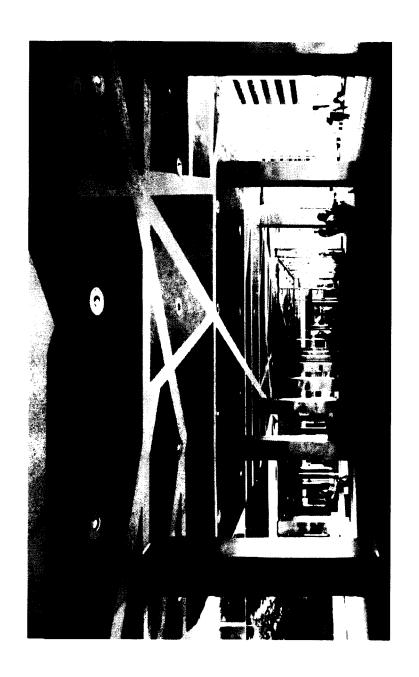
North Wall (2) 22' x 105'





Sarah Morris: Reference Images

Images (left to right); Two Film Stills from Sarah Morris's 'Miami', 2002; Morris Lapidus Shade Paviliton; Four Film Stills from Sarah Morris's 'Miami', 2002; Fontainebleau Hotel; Film Still from Sarah Morris's 'Miami', 2002



Sarah Morris "Robert Towne" 2006



Sarah Morris Big Ben, 2012, London Underground, Gloucester Road Station, London

based British-born sively in the U.S. Cluded in the 2008

ELLEN HARVEY

Ellen Harvey is a Brooklyn-based British-born artist. She has exhibited extensively in the U.S. and internationally and was included in the 2008 Whitney Biennial. She studied at Harvard, Yale Law School and the Whitney Independent Study Program. She has completed commissions for New York Percent For Art, New York Arts in Transit, the Philadelphia International Airport, the Chicago Transit Authority, the Flemish National Architect and the Federal Art in Architecture program. Recent exhibitions include The Unloved at the Groeninge Museum, Belgium (2014); The Alien's Guide to the Ruins of Washington DC at the Corcoran Gallery (2013) and The Nudist Museum at the Bass Museum (2010). She has been the subject of several books, including a new monograph, Ellen Harvey: Museum of Failure, published by Gregory R. Miller & Co. this year. Harvey's Metal Painting and Museum of Ornamental Leaves are currently on view in Philadelphia at the Barnes Foundation and Locks Gallery, respectively.

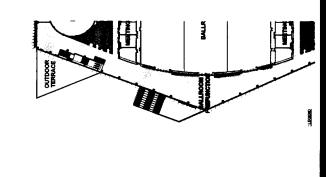


Artist Statement Waterways, 2015

Waterways is directly inspired by Miami Beach's unique connection to the many bodies of water that nourish the larger Florida ecosystem. Visitors to the Miami Beach Convention Center's Pre-Function Room will see themselves reflected in a 1,000 sq. ft. watery hand-made mirror engraved with a shimmering drawing of the watershed of the Everglades, leading all the way to the Gulf of Mexico. The map highlights the beautiful and sometimes fraught intersections between the natural and the manmade that together create a landscape unlike any other. It shows what makes the city special and beautiful and it does so in a way that in turn creates waterways connecting Miami Beach both to the Bay of Biscayne and the Atlantic Ocean and to the great a thought-provoking and seductive experience for visitors to the Miami Beach Convention Center.

GRAND BALLROOM PRE-FUNCTION-ROOM

ELLEN HARVEY WATERWAYS CUSTOM FABRICATED MIRRORED GLASS TILES

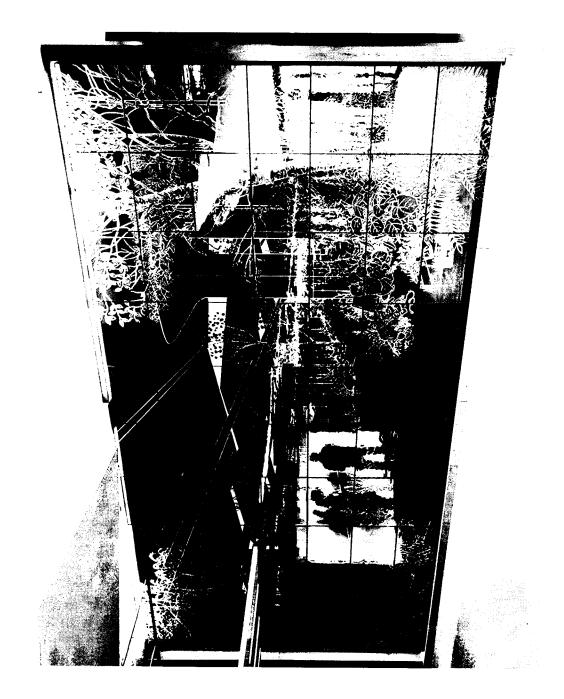




121

Dimensions: Two Panel Installation Each Panel Measures 11'-4" x 52'-1"





Ellen Harvey Reforestation, 2013, IRS Building, Andover, Massachusetts

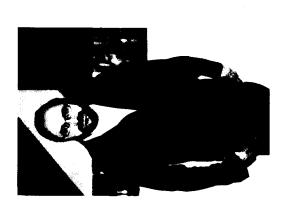


Ellen Harvey Detail, Reforestation, IRS Building, Andover, Massachusetts

FRANZ ACKERMANN

Franz Ackermann was born in 1963 in Neumarkt St. Veit, Germany. He studied at Akademie der Bildenden Künste, Munich (1984-88) and at 91). He holds a professorship of Fine Arts at the Hochschule für Bildende Kunst, Hamburg (1989in numerous Berlinische Galerie, Berlin, (2013); Faena Arts (2002), Portikus, Frankfurt, (1997). He has including (2014): Center, Buenos Aires, (2012); Kunstmuseum Dublin, (2005); Museum of Contemporary Art, St. Gallen, (2009), Irish Museum of Modern Art, executed several site specific works including South', Bonn, Bonn, (2009); Kunstmuseum St. Gallen, Chicago, (2002), Stedelijk Museum, Amsterdam, Hügel und Zweifel', Berlinische Galerie, Berlin, (2012); Goldman Sachs, New York, (2009); 'The Great lourney', Georg-Brauchle-Ring Station, Munich Academy of Fine Arts Karlsruhe (since 2001) Coming Home' and '(Meet Me) At the Waterfall' AT&T Stadium, Dallas, (2009); 'Sunrise, Sunset' (2014); 'Franz Ackermann: Walking Karlsruhe, Karlsruhe -aena Arts Center, Buenos Aires, solo exhibitions Ackermann has participated Jnderground, (2003). nternational Kunsthalle

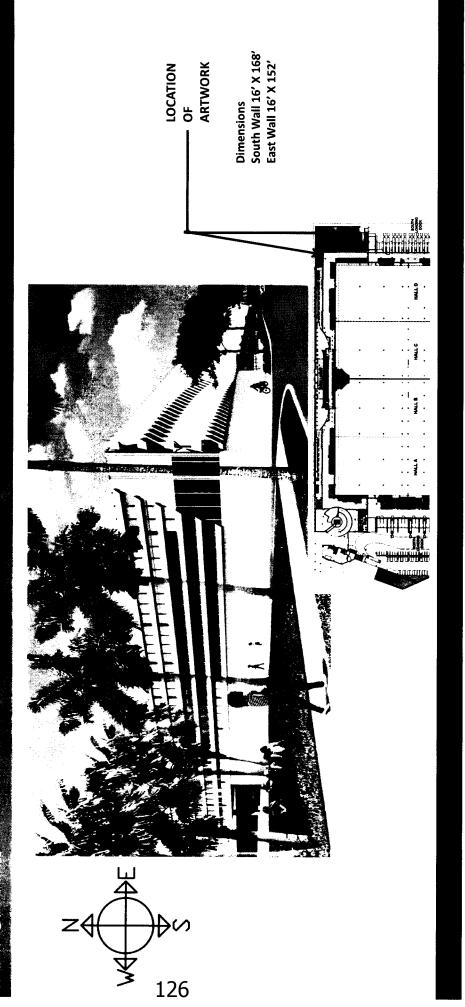
https://en.wikipedia.org/wiki/Franz_Ackermann



Artist Statement Mental Maps, 2015

Kong. Combining the factual precision of traditional street maps with his own interpretation of the local South America and Australia. Ackermann has since created large-scale dynamic installations that are built up from individual components comprising paintings, drawings, photographs, wall drawings and sculptural, biliboard-like constructions. His work frequently deals with the double side of tourism - the glamour, speed and consumption of international travel but also the detritus, architectural scarring and garbage that it leaves behind, and his installations often take on the appearance of strange advertisements for a global tourism industry run amok. The places he depicts have a generic quality, and globalization and urbanism. Mental Maps, his first major series, were produced during a stay in Hong environment, these small watercolours documented the artist's perception of the great cities of Asia, Franz Ackermann makes vibrant paintings and installations centered on themes of travel, tourism. let they look strangely familiar: non-places where the traveler's desire replaces the local culture.

SOUTHEAST EXTERIOR WALLS FRANZ ACKERMANN MENTAL MAPS





Franz Ackermann Coming Home and (Meet Me) At the Waterfall, 2009, AT&T Stadium, Dallas



Franz Ackermann The Great Journey, 2003, George-Brauchle-Ring Station, Munich

JOEP VAN LIESHOUT

Joep van Lieshout (Ravenstein, Netherlands, 1963) is a sculptor, visionary, enfant terrible and entrepreneur. With his sculptures and installations, buildings and furniture, utopias and dystopias he explores the boundaries of art. His work focuses on systems, power, autarky, life, sex, and death - the human individual in the face of a greater whole.

Van Lieshout has had numerous international exhibitions, including La Friche le Belle de Mai, Marseille (2013); Mumok, Vienna (2010); Winzavod, Moscow (2009); Museum Folkwang, Essen (2008); Albion, London (2008); Central del Arte, Guadalajara (2006); Kröller-Müller Museum, Otterlo (2005); MACRO, Rome (2005); Camden Arts Centre, London (2002); PS1, New York (2001); Museum of Contemporary Art Museum, Tampa (1999); The Contemporary Art Museum, (1999); USF Contemporary Arts Center, Cincinnati (1999); Museum für Gegenwartskunst, Zürich (1995). His works have been included in the Gwangju and São Paulo biennials and are part of the collections of museums and galleries worldwide.



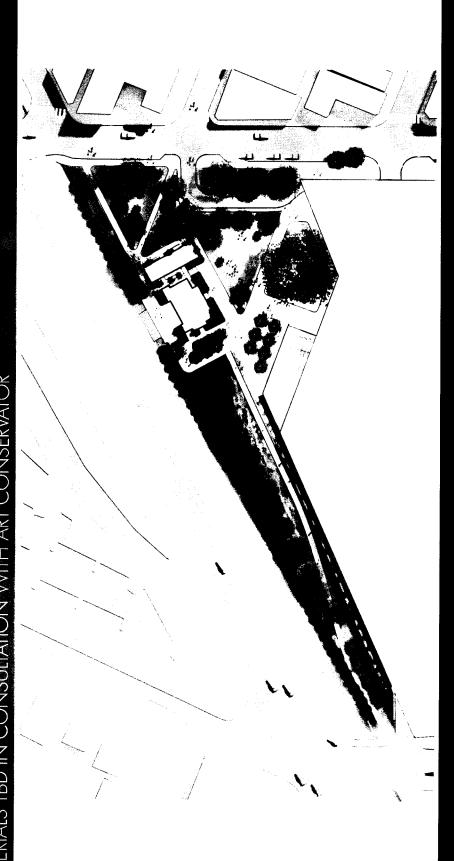
Artist Statement Humanoids, 2015

Humanoids invite people to see the human soul in natural and manmade objects'

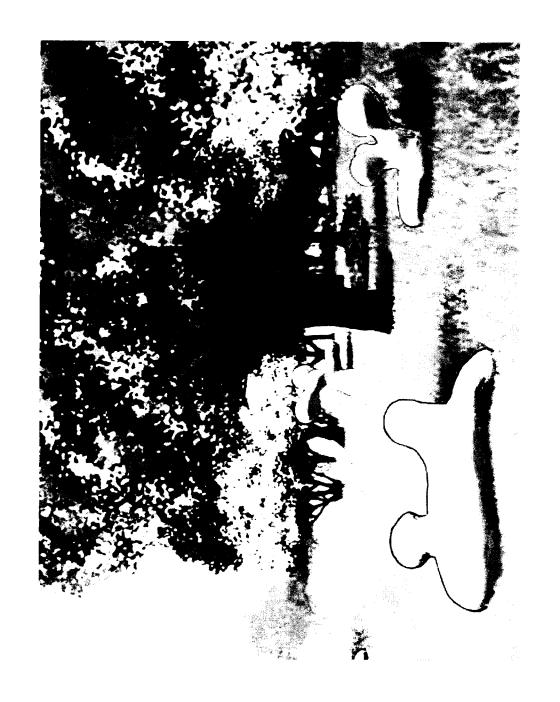
The *Humanoids* in the North East Ballroom Park are a classic representation of the work of Joep van Lieshout. Van Lieshout is a Dutch artist who is internationally recognized for his sculptures, large-scale installations and public artworks. These works, which reflect on society, usually become destinations and serve as place makers in their environment. In addition, his art tends to go viral; examples include *Funky Bones*, The *Mini Capsule Hotel* and most recently *Domestikator*.

The *Humanoids*, created for the park in Miami Beach, are part of his recent fascination with man and nature. They appear as abstract figures, which use the park and the natural environment as their habitat, formulating a subtle statement about our relationship to nature and our origins. The sculptures will be placed throughout the park, along the canal and amidst the trees. They will invite visitors to engage, whether it be to use them as rendezvous spots, places to remember, sketch, write, think or talk, and they encourage social interaction and contemplation.

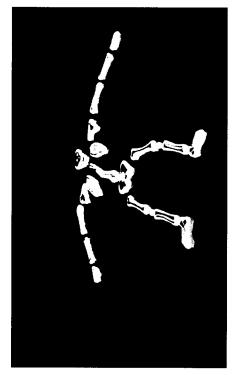
NORTHEAST PARK COLLINS CANAL JOEP VAN LIESHOUT HUMANOIDS Materials tbd in consultation with art conservator



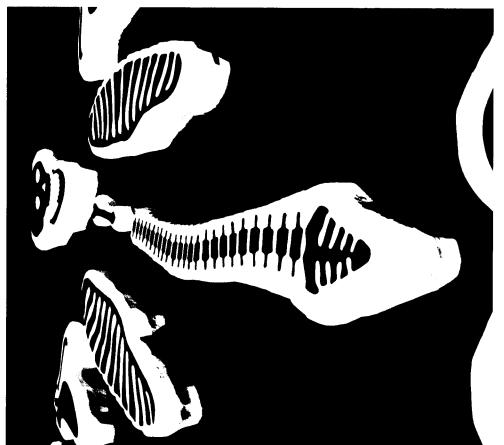




Dimensions will vary as follows: Length: 5' – 11.5' Width: 2.6' – 10' Height: 1.6 – 7.2' 133







Joep Van Lieshout Funky Bones, 2010, 100 Acres, Indianapolis, USA (The Fault in our Stars)



Joep Van Lieshout Wellness Skull, 2007, Sudeley Castle, Winchcombe, UK

JOSEPH KOSUTH

Joseph Kosuth (Ohio, USA 1945) is one of the nitiating language based works and appropriation meaning within art. His fifty-year inquiry into the relation of language to art has taken the form of installations, museum exhibitions, public the Americas and Asia, including most of the Documentas and Venice Biennales in recent decades. Kosuth has received several honours and awards, among them: the Chevalier de l'ordre des Arts et des Lettres from the French government (1993); the Menzione d'Onore at the Académy (2012). In 2015 the Instituto Superior de Arte, at the University of Havana, awarded him a Honoris Causa doctorate. Kosuth currently holds the Millard Chair at Goldsmiths, University of Venice Biennale (1993); the Decoration of Honour n Gold for services to the Republic of Austria (2003); and he was inducted into the Royal Belgian pioneers of Conceptual art and installation art. strategies in the 1960's. His work has consistently explored the production and role of language and commissions and publications throughout Europe,

https://en.wikipedia.org/wiki/Joseph Kosuth



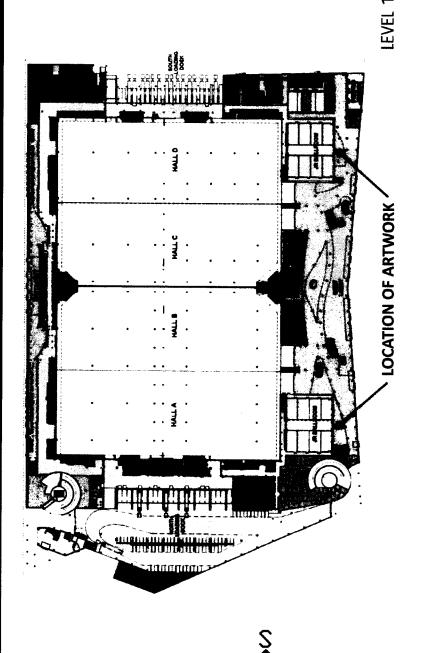
Artist Statement Located World, Miami Beach, 2015

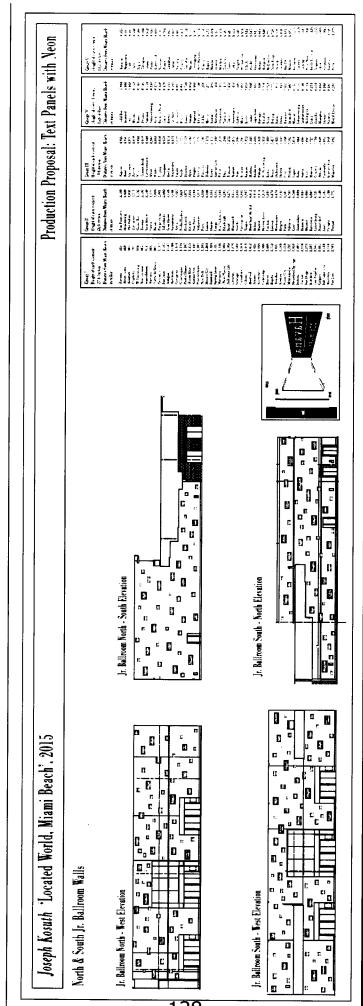
Located World, Miami Beach located in the west lobby of the Miami Beach Convention Center will be part of an important series of public works that I have made in Europe and Japan that locate a sense of place in the abstractions of quantified meaning and query the impulse or the 'will to know' where we are. In a sense the work is about how a community defines itself both within and without borders.

The work is configured in its specific relation to the rest of the world. This is directly represented in the graphic configuration scaled proportionally in relation to distance, the closer a location is—in this case to Miami Beach—the larger it is graphically, reflecting the mileage differential. My project provides a double experience, in one case it locates Miami Beach in relation to the world for the inhabitants of the city, and, at the same time, it becomes a connective welcome to the inhabitants of other cities to Miami Beach.

This 'map of the world' consisting of signposts of cities and towns becomes a global configuration by list, all the more so due to the arbitrary basis of its inclusive procedure. What makes this new work exciting and specifically suited to its location in Miami Beach is that due to Miami Beach's proximity to Havana, Cuba—Havana will be one of the largest and most prominent cities cited in the work. As such the work pays homage to Miami Beach's Cuban community and also highlights the newly evolving relationship between the US and Cuba.

WEST LOBBY ENTRANCE JOSEPH KOSUTH, LOCATED WORLD, MIAMI BEACH TEXT PANELS WITH NEON





Production Proposal: Text Panels with Neon Π at: cp lere: ξļ To part 1 to Ţ Joseph Kosuth 'Located World, Miami Beach', 2015 West Lobby North Jr. Ballroom Walls Jr. Ballroom North - South Elevation Jr. Ballroom North - West Elevation 2 * 3 11 *****

West Lobby North Jr. Ballroom Dimensions: 40 ' x 138 ' Junior Ballroom North South Elevation

Dimensions:

TBD

Production Proposal: Text Panels with Neon Group V
Height of each element:
11.7 inches
Distance from Wiami Beach
in miles: 8.315
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Rajbura Group IV Height of each element: 15.6 inches Distance from Miami Reach in miles: 3.864 5.5086 Obis
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Stockholm Joseph Kosuth 'Located World, Miami Beach', 2015 Inavik Nario Nessken Avon Pague Vienna Vienna Rome Satisen Git Satise Statisi Satise Height of each element: 23,4 inches Distance from Mtarni Beach in mites: San Francisco
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Col Height of each element: 27,6 inches Distance from Miami Beach in miles: Havana

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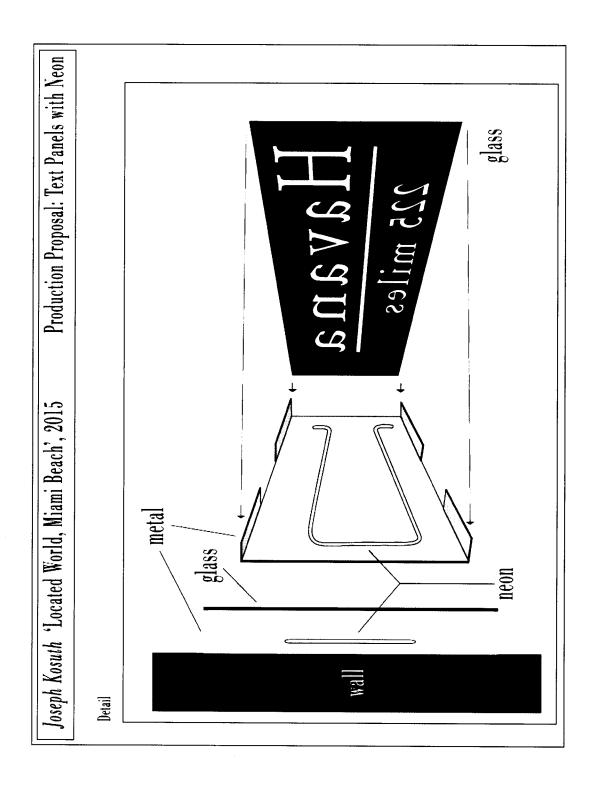
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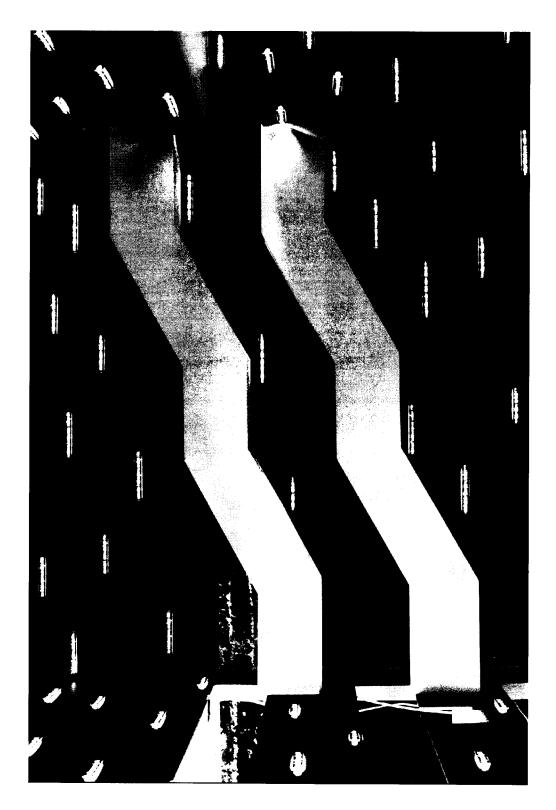
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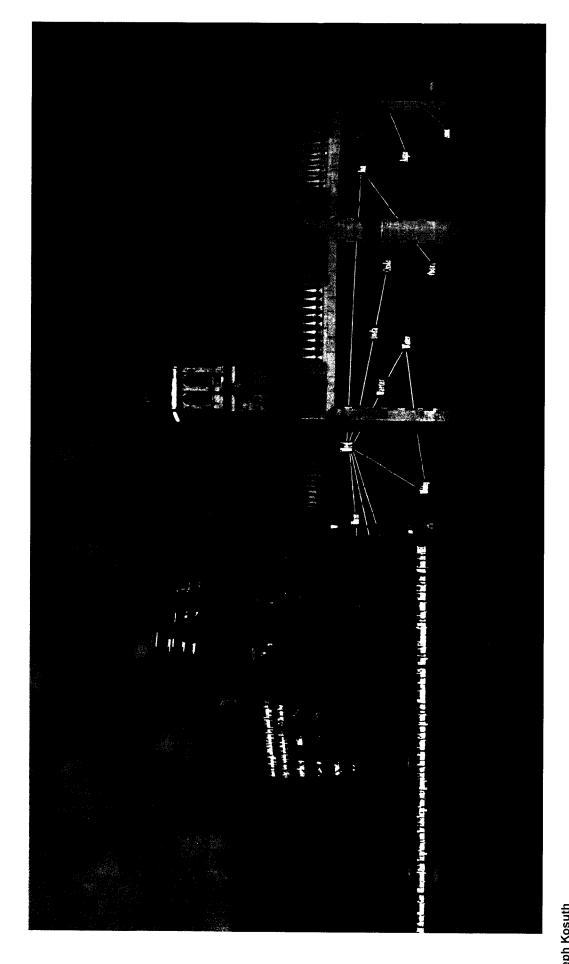




Joseph Kosuth A Monument of Mines, 2015, Kongsberg, Norway



Joseph Kosuth An Interpretation of This Title, Nietzsche, Darwin and the Paradox of Content, 2009, Edinburgh, Scotland



Joseph Kosuth
The Language of Equilibrium, 2007, Venice Biennale, Venice



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **JUNE 8, 2016**

SUBJECT: REFERRAL TO FINANCE AND CITYWIDE PROJECTS COMMITTEE — DISCUSSION ON INCREASING THE LIVING WAGE RATE FOR FISCAL YEAR 2016-2017 IN ACCORDANCE WITH CITY CODE'S GENERAL ORDINANCES, CHAPTER 2, ARTICLE VI, DIVISION 6, SECTION 2-408.

ADMINISTRATION RECOMMENDATION

Refer the item to the Finance and Citywide Projects Committee for discussion.

BACKGROUND

In this fiscal year 2016, the hourly living wage rate paid to employees of City contactors is set at a rate of \$11.62/hr with health benefits of at least \$1.69/hr, and \$13.31/hr without benefits. Section 2-408(d) allows for the living wage rate to be indexed (increased) annually by resolution of the Mayor and City Commission. If the intention of the City Commission is to index (increase) the current living wage rate for the subsequent fiscal year(s), the options, pursuant to Section 2-408 (d) of the City Code entitled, Indexing, are as follows:

- 1. Index for inflation using the Miami PMSA Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics.
 - a. Notwithstanding the preceding, no annual index shall exceed three percent (3%);
 - b. Nor shall an annual increase exceed the corresponding annual compensation increase (if any) provided to unrepresented (i.e. unclassified) city employees.
- 2. Elect not to index the living wage rate in any particular year, if the City Commission determined it would not be fiscally sound to implement same.

The Administration is seeking guidance from the Mayor and City Commission regarding the living wage rate for fiscal year 2016-2017.

CONCLUSION

The Administration recommends that the Mayor and City Commission refer this item to the Finance and Citywide Projects Committee for a discussion on increasing the living wage rate in accordance with provisions of City Code's General Ordinances, Chapter 2, Article VI, Division 6, Section 2-408.

JLM / MT / AD / FM

C:\Users\purcmirf\Desktop\Referral to Finance and Citywide Projects Committee - Living Wage FY16-17 - Memo.docx



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Kristen Rosen Gonzalez, Commissioner

DATE: May 13, 2016

SUBJECT: Referral to the Finance Committee to consider the creation of a Satellite City Center at the North Beach Police Station

Please place on the June 8th City Commission Meeting Agenda a Referral to the Finance Committee, the proposal that the City of Miami Beach build a Satellite City Center at the North Beach Police Station.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

Kristen Rosen Gonzalez, Commissioner

DATE:

May 16, 2016

SUBJECT: Referral to the Neighborhoods and Community Affairs Committee to discuss the condition of Miami Beach sidewalks

Please place on the June 8th City Commission Meeting Agenda a Referral to the Neighborhoods and Community Affairs Committee, addressing the discoloration of Miami Beach sidewalks, in an attempt to work with companies and or vendors to remedy this discoloration and create a more cohesive coloring of the sidewalks across Miami Beach.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

TO:

Jimmy Morales, City Manager

FROM:

Philip Levine, Mayor

DATE:

June 8, 2016

SUBJECT: REFERRAL TO THE FINANCE AND CITY WIDE PROJECTS COMMITTEE

MEMORANDUM

CITY ATTORNEY'S ANNUAL REVIEW/CONTRACT RENEWAL

Please place on the June 8, 2016, City Commission agenda a referral to the Finance and Citywide Projects Committee meeting of June 17, 2016, regarding the annual review and renewal of City Attorney Raul Aguila's employment contract. As in the past, it has been customary for the Chairman of the Finance and Citywide Projects Committee to be the designated point person who negotiates, (on behalf of the City Commission) the contracts for the City's three (3) constitutional officers (i.e. the City Manager, City Clerk, and City Attorney).

F:\ATTO\AAOFF\AAOFF\CAO AGUILA\060816 Referral to the FCPC of 061716.doc



MEMORANDUM

TO: Jimmy L. Morales, City Manager FROM: Joy V. W. Malakoff, Commissioner

DATE: May 17, 2016

SUBJECT: Referral to Finance and Citywide Projects Committee Regarding the

Exchange of Property with the Owner of 5860 North Bay Road in Order to Resolve the Existing Boundary Lines, and the Location of a Future City

Pump Station and Sewer Line

Please place the above item on the Consent Agenda for the Commission Meeting of June 8, 2016.

If you have any questions, please contact me at extension 6622.

Thank you.

MWVI



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

Kristen Rosen Gonzalez, Commissioner

DATE:

May 20, 2016

SUBJECT: Referral to the Neighborhoods Committee to consider charging non-Miami Beach residents for trolley use

Please place on the June 8th City Commission Meeting Agenda a Referral to the Neighborhoods Committee, to discuss the charging of a fee to non-Miami Beach residents for trolley use.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: REFERRAL TO THE PLANNING BOARD - PROPOSED ORDINANCE

AMENDMENT PERTAINING TO ALCOHOL REGULATIONS FOR

PROPERTIES SOUTH OF FIFTH STREET.

ADMINISTRATION RECOMMENDATION

Refer the proposed Ordinance Amendment to the Planning Board for consideration and recommendation.

HISTORY

On April 13, 2016, the City Commission referred a discussion item pertaining to operational regulations for alcoholic beverage establishments south of Fifth Street to the Land Use and Development Committee (item C4C). The referral was sponsored by Commissioner Michael Grieco.

The Land Use and Development Committee (LUDC) discussed the item on April 20, 2016 and directed staff to bring back a draft ordinance on May 18, 2016. On May 18, 2016, the Land Use Committee discussed the proposed ordinance and recommended that that the City Commission refer the ordinance to the Planning Board in accordance with the following:

- 1. Modify the exceptions provision to allow existing 5:00 am establishments to remain;
- 2. Develop language to ensure that existing 5:00 am establishments do not become non-conforming in the future due to 6 month rule;
- 3. Incorporate additional ordinance text based upon the input of affected stakeholders and the Marriott Hotel to address the issue of above ground seating hours.

ANALYSIS

Regulations specific to alcoholic beverage establishments exist for the South of Fifth neighborhood and other parts of the City including North Beach, Sunset Harbour and pending legislation for the west side of Alton Road. These areas of the City have a mixture of residential developments and destination eating and drinking establishments.

Currently, alcoholic beverage establishments located south of Fifth Street that do not exceed neighborhood impact establishment (NIE) thresholds have very few operational restrictions and are permitted to stay open until 5:00 am. The south of fifth neighborhood has expressed a desire to further regulate hours of operation for all alcoholic beverage establishments. At the direction of the

LUDC, a draft ordinance was prepared to address these issues and concerns. The following is a summary of the changes proposed for the zoning districts south of Fifth Street:

- All alcoholic beverage establishments shall close by 2:00 AM.
- All outdoor or open air areas of an alcoholic beverage establishment shall close by 12:00 AM.
- Outdoor bar counters shall be prohibited.
- Alcoholic beverage establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafes during hours when food is served in the restaurant, and shall cease sidewalk café operations no later than 12:00 AM and shall not be permitted to have outdoor speakers.
- Special events permits shall not be permitted.
- Modified regulations pertaining to the number of seats and hours of operation for above ground, open-air establishments have been proposed for ocean front hotels with at least 200 rooms.

An exceptions clause has also been included for establishments that have submitted an application for a BTR, or have received land use board approval, by June 28, 2016. This is the date that the Planning Board would consider the legislation, if referred.

CONCLUSION

In accordance with the May 18, 2016 action of the Land Use and Development Committee, the Administration recommends that the Mayor and the City Commission refer the attached ordinance amendment to the Planning Board.



T:\AGENDA\2016\June\Planning\Ref to PB - South of 5th Alcohol Regs - REF MEM.docx

SOUTH OF FIFTH ALCOHOLIC BEVERAGE ESTABLISHMENT OPERATIONAL REGULATIONS

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AN ORDINANCE OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH. "ZONING FLORIDA, **AMENDING** CHAPTER 142, **DISTRICTS** ARTICLE AND REGULATIONS". "DISTRICT **REGULATIONS," DIVISION** "PS 18. PERFORMANCE STANDARD DISTRICT," SECTION 142-693, "PERMITTED USES," TO AMEND THE HOURS OF OPERATION, LOCATION AND USE RESTRICTIONS FOR PROPERTIES SOUTH OF FIFTH STREET; PROVIDING FOR CODIFICATION: REPEALER: SEVERABILITY: AND AN EFFECTIVE DATE.

WHEREAS, the South of Fifth Street area has historically been composed of mixed use residential, hotel, retail, recreational and alcohol beverage establishments, which primarily serve City residents and tourists; and

WHEREAS, alcoholic beverage establishments in Miami Beach have been historically concentrated in the commercial and mixed-use entertainment districts along Washington Avenue, Collins Avenue, and Ocean Drive; and

WHEREAS, alcoholic beverage establishments in the South of Fifth neighborhood are in close proximity to residential uses; and

WHEREAS, the City Code allows certain uses within the zoning districts south of Fifth Street, which, absent mitigation, could be incompatible with adjacent residential uses; and

WHEREAS, large restaurants, stand-alone bars, outdoor seating areas and sidewalk cafés can sometimes be incompatible with the quality of life of adjacent residential neighborhoods if not regulated; and

WHEREAS, the Mayor and City Commission desire to encourage uses that are compatible with the character of the neighborhood; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, a municipality may, by ordinance, establish hours of sale for alcoholic beverages; and

WHEREAS, Florida courts have rejected equal protection and due process challenges to Section 562.14, Florida Statutes (See Wednesday Night, Inc. v. City of Fort Lauderdale (Fla. 1973)); and

WHEREAS, in State ex rel. Floyd v. Noel (Fla. 1936), the Florida Supreme Court recognized that "[i]t is so well settled that no citation of authority is required to support the statement that a municipality exercising the powers inherent in municipal corporations may reasonably regulate the sale of intoxicating liquors and in providing such reasonable

regulations may prohibit the sale of such liquors within certain hours, and also may prohibit the sale of liquors within certain zones"; and

WHEREAS, in *Makos v. Prince* (Fla. 1953), the Florida Supreme Court recognized that a county may establish separate zones for the hours of sale of alcoholic beverages, and that the regulation of hours need not be uniform throughout the county as a whole; and

WHEREAS, Florida courts have consistently held that alcoholic beverage establishments are not entitled to grandfather status as to hours of sale for alcoholic beverages (See Village of North Palm Beach v. S & H Foster's, Inc. (Fla. 4th DCA 2012); Other Place of Miami, Inc. v. City of Hialeah Gardens (Fla. 3d DCA 1978)); and

WHEREAS, Chapter 1, of the Land Use Element, Objective 2, "Land Use Compatibility," of the City's 2025 Comprehensive Plan (hereinafter "Plan"), specifies that the City's land development regulations will be used to address the location, type, size and intensity of land uses and to ensure adequate land use compatibility between residential and non-residential land uses; and

WHEREAS, Policy 2.1 of the Plan provides that the land development regulations shall continue to address the location and extent of nonresidential land uses in accordance with the Future Land Use map and the policies and descriptions of types, sizes and intensities of land uses contained in [the Future Land Use] Element; and

WHEREAS, Policy 2.2 of the Plan provides that development in land use categories which permit both residential and non-residential uses shall be regulated by formalized land development regulations which are designed to ensure adequate land use compatibility; and

WHEREAS, compatibility shall be achieved by one or more of the following: (1) enumeration of special land uses which may be particularly incompatible with residential uses and may be prohibited in specified areas or zoning districts; (2) enumeration of special land use administrative procedures such as Conditional Use approval, which require public hearings prior to special land use approval; (3) enumeration of special land use criteria such as minimum required distance separations from residential districts or uses or allowable hours of operation, to ensure that non-residential special land uses are properly located with respect to any residential uses to which they may be incompatible; and (4) the vertical separation of residential and non-residential uses within mixed use buildings through the use of land use regulations on accessory uses within residential buildings, and the identification of those types of commercial uses which are particularly incompatible with residential uses and which shall therefore NOT be permitted in mixed use buildings; and,

WHEREAS, in determining incompatibility, consideration shall be given to noise, lighting, shadows, access, traffic, parking, height, bulk, landscaping, hours of operation, buffering and any other criteria that may be important to ensure that necessary safeguards are provided for the protection of surrounding property, persons, and neighborhood values; and

WHEREAS, in accordance with Chapter 1, Objective 2, Policies 2.1 and 2.2 of the Plan, is it is desirable to encourage uses in commercial districts that are properly balanced and compatible with the scale, character and context of adjacent residential neighborhoods; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 18," PS Performance Standard District" is hereby amended as follows:

CHAPTER 142. ZONING DISTRICTS AND REGULATIONS

ARTICLE II. DISTRICT REGULATIONS

DIVISION 18. PS PERFORMANCE STANDARD DISTRICT

* * *

Sec. 142-693. Permitted uses.

* * *

(a) The following uses are permitted in the performance standard districts:

General Use	R-PS	R-PS	C-PS	
Category	1,2	3,4	1,2,3,4	RM-PS1
* * *	* *	* * *	* * *	* * *
Accessory outdoor bar counters, provided that the accessory outdoor bar counter is not operated or utilized between midnight and 8:00 a.m.; however, for an accessory outdoor bar counter which is adjacent to a property with an apartment unit, the accessory outdoor bar counter may not be operated or utilized between 8:00 p.m. and 8:00 a.m.	N	N However, accessory outdoor bar counters are permitted in oceanfront hotels with at least 100 hotel units in the R-PS4 district*.	P* North of 5 th Street only.	N
* * *	* * *	* * *	* * *	* * *

- (i) <u>Additional regulations for alcoholic beverage establishments located south of 5th Street.</u>
 - (1) The following additional regulations shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located south of 5th Street:
 - (i) Operations shall cease no later than 2:00 a.m., except as otherwise provided herein.
 - (ii) Operations in outdoor or open air areas of an alcoholic beverage establishment shall cease no later than 12:00 a.m., except as otherwise provided herein.
 - (iii) Alcoholic beverage establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafes during hours when food is served, and shall cease sidewalk café operations no later than 12:00 a.m., except as otherwise provided herein, and shall not be permitted to have outdoor speakers.
 - (iv) Outdoor bar counters shall be prohibited.
 - (v) No special events permits shall be issued.
 - (vi) The provisions of this subsection (i)(1) shall not apply, to the extent the requirements of this subsection are more restrictive, to an alcoholic beverage establishment with a valid business tax receipt that is in application status or issued prior to June 28, 2016; or an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired prior to June 28, 2016.
 - A. Existing sidewalk cafes issued a sidewalk cafe permit as of June 28, 2016, for alcoholic beverage sales after 12:00 a.m., with food service, may continue to be renewed, but shall not serve alcoholic beverages later than 2:00 a.m.
 - B. Should an alcoholic beverage establishment with a sidewalk cafe permit under (A), above, be delinquent in a payment obligation to the City, and/or receive a final adjudication violation of section 12-5 (special event permit), section 46-152 (noise ordinance), or chapter 82, article IV, division 5 (sidewalk cafe ordinance), that sidewalk cafe shall only be allowed to serve alcoholic beverages until 12:00 a.m. for a twelve (12) month period.
 - (2) Notwithstanding the uses permitted in (a) and (d) above, in all districts except GU, government use district Government Use District, no alcoholic beverage establishment, or restaurant, may be licensed or operated as a main permitted, conditional, or accessory use in any open area above the

ground floor (any area that is not included in the FAR calculations) located south of 5th Street. Except that:

- (1) (i) Outdoor restaurant seating above the ground floor, not exceeding 40 seats, associated with indoor venues (except as provided under (iii), below) may be permitted in the areas described in this subsection (i) until 8:00 p.m. with no background music (amplified or nonamplified).
- (2) (ii) Outdoor music, whether amplified or non-amplified, shall be prohibited.
- (2) (iv) Other than as permitted in subsection (i)(2)(iii), Nno commercial activity may be permitted on areas as described in this subsection (i)(2) between the hours of 8:00 p.m. and 10:00 a.m.
- (3) (v) Nothing herein shall prohibit residents of a multifamily (apartment or condominium) building, or hotel guests and their invitees to use these areas as described in this subsection (i)(2), which may include a pool or other recreational amenities, for their individual, personal use.
- (3) Any increase to an alcoholic beverage establishment's approved hours of operation shall meet the requirements of this section.
- (4) Variances from this subsection (i) shall not be permitted. Special events shall not be permitted in the areas described in this subsection (i).

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

<u>SECTION 3.</u> CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, as amended; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish

such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect te	en days following ad	option.	
PASSED and ADOPTED this	day of	, 2016.	
ATTEST:	Philip Levine Mayor		
Rafael E. Granado City Clerk		APPROVED AS T FORM AND LANC & FOR EXECUTION	SUAGE
First Dandings Lub 42, 2040		City Attorney	Date
First Reading: July 13, 2016 Second Reading:, 2016			
Verified By: Thomas R. Mooney, AICP Planning Director			

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Vice-Mayor

DATE: June 1, 2016

SUBJECT: Referral to NCAC

Please add to the June 8, 2016 City Commission agenda a referral to the Neighborhood/Community Affairs Committee a discussion on the possibility of making improvements/enhancements to the Police North Beach Sub Station also known as the NESS.

If you have any questions please do not hesitate to call our office.

Thank you,

Tathiane Trofino
On behalf of Vice-Mayor Micky Steinberg

MIAMIBEACH

Aide to Vice-Mayor Micky Steinberg

OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7103 / Fax: 305-673-7096 / www.miamibeachfl.gov
We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Vice-Mayor

DATE: May 24, 2016

SUBJECT: Referral item for the June 8, 2016 City Commission Meeting

Please add to the June 8, 2016 City Commission agenda a referral to the Neighborhoods/ Community Affairs Committee a discussion regarding healthier snacks in our vending machines.

If you have any questions please do not hesitate to call our office.

Thank you,

Tathiane Trofino
On behalf of Vice Mayor Micky Steinberg

MIAMIBEACH

Aide to Vice Mayor Micky Steinberg

OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7103 / Fax: 305-673-7096 / www.miamibeachfl.gov
We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Kristen Rosen Gonzalez, Commissioner

DATE: May 26th, 2016

SUBJECT: Referral to the Neighborhood's Committee to consider the installation of sunscreen dispensers in all parks

Please place on the June 8th City Commission Meeting Agenda a Referral to the Neighborhood's Committee to consider the installation of sunscreen dispensers in all parks and pools where children's programs are managed by the city of Miami Beach.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE -

PRESENTATION AND DISCUSSION ON THE CITY OF MIAMI BEACH INTELLIGENT TRANSPORTATION SYSTEM AND SMART PARKING SYSTEM

PROJECT.

BACKGROUND

In December 2015, the City of Miami Beach provided the Notice to Proceed to Kimley-Horn and Associates (KHA) for Program Management Services for the City of Miami Beach Intelligent Transportation System (ITS) and Smart Parking System (SPS) project. ITS and SPS refers to the use of advanced technologies to provide innovative traffic, transportation, and parking management opportunities and enable residents and visitors to be better informed on incidents, congestion, parking location, parking availability, and other pertinent information to improve travel times and mobility.

The City of Miami Beach ITS and SPS project includes the implementation of permanent traffic monitoring cameras, travel time detecting technology, aesthetic digital message signs, parking space detection technology (at garages, parking lots, and corridors), real-time parking wayfinding, a Traffic Management Center, and other technology based initiatives to improve mobility and driver information.

The Program Manager has been working diligently with City staff and other agencies to develop the necessary documents in advance of the anticipated procurement. It is anticipated that the Request for Proposal (RFP) will be brought to City Commission for approval in July 2016. Project completion is anticipated for beginning of 2018.

For the June 10, 2016 Neighborhood/Community Affair Committee, the Program Manager will present an overview of the project, communication options, Traffic Management Center Locations, Procurement Options, and Corridor Phasing.

CONCLUSION

The Administration recommends referring this item to the Neighborhood/Community Affairs Committee for discussion and input.

JLM/KGB/JRG/JFD

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Agenda Item <u>CYL</u> Date <u>6-8-/C</u>



MEMORANDUM

TO:

Jimmy L. Morales, City Manager

FROM:

Joy V. W. Malakoff, Commissioner

DATE:

May 2, 2016

SUBJECT:

Referral of the Bass Museum Budget Enhancement to the Finance and

Citywide Projects Committee Meeting on June 17, 2016

Please place the above item on the Consent Agenda for the Commission Meeting of June 8, 2016.

If you have any questions, please contact me at extension 6622.

Thank you.

JVWM

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE AND THE PLANNING BOARD - ORDINANCE AMENDMENTS FOR TRANSIT INTERMODAL FACILITIES:

- A. CDMP AMENDMENT IMPLEMENTING THE TRANSIT INTERMODAL FACILITIES COMPONENT OF THE TRANSPORTATION MASTER PLAN
- B. AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE REGARDING HEIGHT AND ACCESSORY USE REQUIREMENTS FOR MAIN USE PARKING STRUCTURES AND TRANSIT INTERMODAL FACILITIES

BACKGROUND

The Miami Beach Transportation Master Plan (TMP) was adopted by the Mayor and City Commission in April 13, 2016, the first comprehensive mobility plan in the City since 1999. A key component of the plan is the modal hierarchy adopted by City Commission at the July 8, 2015 meeting, as part of the plan development process. The adopted modal hierarchy consists of the following prioritization order:

- 1. Pedestrians
- 2. Transit, Bicycle, Freight (depending on the corridor)
- 3. Private Vehicles

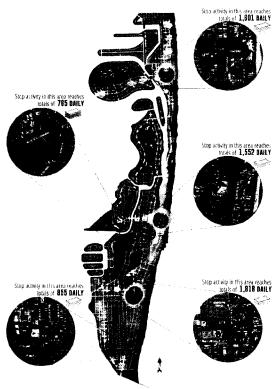
The adopted modal hierarchy increases person through-put along City corridors, while at the same time addressing safety and mobility needs for bicyclists and pedestrians. Based on the projects recommended in the TMP consistent with this mode hierarchy, projects that could be implemented in the next 5 years, depending on funding availability, could increase corridor capacity in some corridors by as much as 50% person trips. Increases in bicycle and pedestrian trips also increase the health of the City and further reduce traffic inducing vehicles.

The TMP identified priority transit and bicycle/pedestrian corridors throughout the City and identified the potential areas for future transit facilities throughout the City (Attachment 1). Further, the TMP identified transfers as an essential part of an effective transit system because they maximize the coverage area and diversity of active transportation services. Hence, in order to obtain a successful transit environment, it is of critical importance to provide efficient and attractive transfer stops/centers to improve the quality of transit services as well as support the surrounding community. Transfer stops, transfer center/stations, and park-and-rides (intercept garages) are all defined in the TMP as different types of transit infrastructure.

The TMP defines Transfer Centers/Stations as "a more elaborate transfer facility that may accommodate more than two articulated buses and may include amenities such as retail, restrooms

Referral to Land Use and Planning Board Regarding Ordinance Amendments for Transit Intermodal Facilities June 8, 2016 Page 2

and lounge". The locations for the desired transit infrastructure improvement from the TMP are summarized below.



Further, the City Commission has discussed the need for parking facilities at intercept locations throughout the City. Intercept garages have been identified as part of the City's mobility plans for over 15 years. It is recommended that these be incorporated as part of transit intermodal facilities. During discussions with Miami-Dade Transit for a potential Mid Beach transit intermodal facility as recently as last year, it was recommended that the minimum parking space requirement was 75 parking spaces.

The City is in the process of conducting a parallel environmental review and procurement for a Light Rail/Modern Streetcar project in the South Beach area. The Light Rail/Modern Streetcar includes two corridors with tracks in dedicated right-of-way: Phase 1in the vicinity of 5th Street to Washington Avenue north to Dade Boulevard and Phase 2 in the vicinity of 17th Street to Alton Road south to 5th Street or South Point Drive. The vicinity of Alton and 5th Street has been identified with a need for a transit intermodal facility. Longer term plans, already in the Metropolitan Planning Organizations Long Range Transportation Plan for Miami-Dade County, include extensions from this alignment north on Collins Avenue to the City limits which will similarly require intermodal facilities in the longer term. In addition, the need for a transit intermodal facility in the vicinity of 41st Street and the Julia Tuttle Interchange (I-195) has been endorsed by the Mayor and Commission as recently as March 2016.

The City's consultant for the environmental review for the Miami Beach Light Rail/Modern Streetcar project provided the following general input regarding transit intermodal facilities (major intermodal facilities):

Major intermodal facilities may include multilevel parking garages, and in conjunction with ancillary joint development activities such as the Denver Union Station and

Referral to Land Use and Planning Board Regarding Ordinance Amendments for Transit Intermodal Facilities June 8, 2016 Page 3

ARTIC in Los Angeles. Analogously transit hubs do not need to be large to be effective, especially if they are sited well so that they use the surrounding street system effectively. Transit hubs as small as one-half (0.5) acre in size are operating in the United States. They can serve well as modestly sized transit hubs providing convenient connections between streetcars, BRT, busways and bus lines, while offering some pedestrian amenities and services.

Accordingly, staff is recommending that Transit Intermodal Facilities be defined as "a transfer facility that provides convenient connections between streetcars, BRT, busways and bus lines, while offering some pedestrian and bicycle amenities and services; accommodates more than two articulated buses; provides between 75 and 500 parking spaces at intercept locations; and may include amenities such as retail, restrooms and lounge areas."

The proposed ordinance amendments would address changes to the City code to define Transit Intermodal Facilities, provide for transit intermodal facilities to be allowed as a permitted use in certain land use categories of the comprehensive plan, allow residential use as part of a transit intermodal facility, provide for additional height and accessory uses within a transit intermodal facility sufficient to offset the height needed for the intermodal facility within the development. Samples titles of the proposed ordinances are attached which will be refined through review with the City's Land Use and Development Committee and Planning Board (Attachment 2).

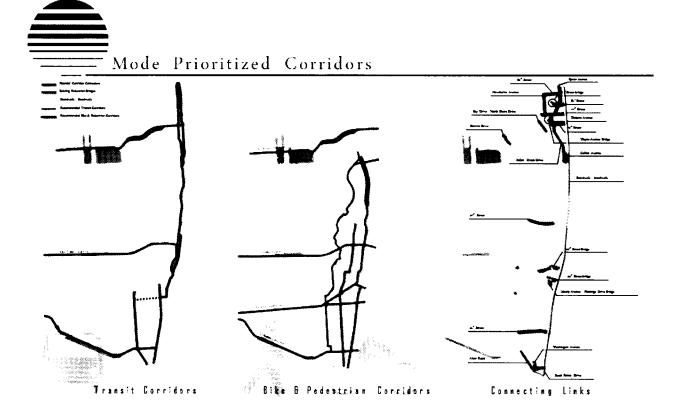
CONCLUSION

The administration recommends the referral of these proposed ordinance changes to Land Use and Development Committee and the Planning Board.

JLM/KGB/JRG/JFD

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ATTACHMENT 1 MODE PRIOTITIZATION CORRIDORS



Referral to Land Use and Planning Board Regarding Ordinance Amendments for Transit Intermodal Facilities June 8, 2016 Page 5

ATTACHMENT 2 SAMPLE ORDINANCE TITLES

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," AT ARTICLE II, "DISTRICT REGULATIONS," TO INCLUDE A "TRANSIT INTERMODAL FACILITY" WITHIN THE LIST OF PERMITTED USES FOR THE FOLLOWING DISTRICTS: COMMERCIAL PERFORMANCE STANDARD, GENERAL MIXED USE (CPS-2), CIVIC AND GOVERNMENT USE (GU), HOSPITAL DISTRICT (HD), COMMERCIAL LOW INTENSITY (CD-1), NORTH BEACH TOWN CENTER CORE (TC-1), NORTH BEACH TOWN CENTER MIXED USE (TC-2), COMMERCIAL, MEDIUM DENSITY (CD-2), COMMERCIAL, HIGH INTENSITY (CD-3); AND TO PROVIDE UP TO FIVE STORIES IN ADDITIONAL HEIGHT (50 FEET) SHOULD A "TRANSIT INTERMODAL FACILITY" BE AN INCLUDED USE WITHIN A PROPERTY OR UNIFIED DEVELOPMENT SITE WITHIN ONE OF THE ABOVE DISTRICTS; AMENDING SECTION 114-1, ENTITLED "DEFINITIONS" TO PROVIDE A DEFINITION FOR A "TRANSIT INTERMODAL FACILITY" AND ASSOCIATED DEFINITIONS; AMENDING CHAPTER 130, "OFF-STREET PARKING," ARTICLE III, "DESIGN STANDARDS," SECTION 130-68, "COMMERCIAL AND NONCOMMERCIAL PARKING GARAGES," TO ALLOW FOR UP TO FIVE STORIES IN ADDITIONAL BUILDING HEIGHT (50 FEET) SHOULD A "TRANSIT INTERMODAL FACILITY" BE AN INCLUDED USE WITHIN A MAIN USE PARKING GARAGE AND TO INCREASE THE ALLOWABLE PERCENTAGE OF ACCESSORY USES FOR MAIN USE PARKING GARAGES; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AN EFFECTIVE DATE; AND A SUNSET DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH. FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING POLICY 1.2 TO ALLOW "TRANSIT INTERMODAL FACILITIES" AS A PERMITTED USE WITH IN THE FOLLOWING LAND USE CATEGORIES: "GENERAL MIXED USE COMMERCIAL "PERFORMANCE STANDARD" CATEGORY (CPS-2)," "PARKING" (P), "COMMERCIAL HIGH INTENSITY (CD-3), COMMERCIAL, MEDIUM INTENSITY (CD-2), COMMERCIAL, LOW INTENSITY (CD-1), NORTH BEACH TOWN CENTER CORE (TC-1), NORTH BEACH TOWN CENTER MIXED USE (TC-2); AMENDING THE FUTURE LAND USE MAP TO MODIFY THE DESIGNATION "RECREATION OPEN SPACE" (ROS) ALONG THE JULIA TUTTLE TO "PUBLIC FACILITY" (PF); AMENDING THE "PARKING" (P) LAND USE CATEGORY TO ALLOW RESIDENTIAL USES WHEN ASSOCIATED WITH A INTERMODAL FACILITY OR PARKING FACILITY: AMENDING TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY UPDATING AND MODIFYING THE TRANSPORTATION ELEMENT; BY UPDATING OBJECTIVE 6 ENTITLED "MULTI-MODAL TRANSPORTATION; UPDATING POLICY 6/15 RELATING TO "INTERMODAL FEASIBILITY PLAN;" MODIFYING OBJECTIVE 8 ENTITLED "PARKING" AT POLICY 8.6, "PARKING INTERCEPT FACILITIES AND INTERMODAL CENTERS;" OBJECTIVE 9 ENTITLED "TRANSPORTATION CONCURRENCY MANAGEMENT AREAS," CREATING POLICY 4.6.1 ENTITLED "ENHANCED AT POLICIES 9.5 THROUGH 9.9 RELATING TO MULTIMODAL TRANSPORTATION AND TRANSIT INFRASTRUCTURE: AMENDING THE "GLOSSARY OF TERMS" TO INCLUDE THE TERM "TRANSIT INTERMODAL FACILITY" AND RELATED DEFINITIONS; AMENDING OBJECTIVE 10, ENTITLED "TRANSPORTATION COORDINATION WITH OTHER JURISDICTIONS" TO UPDATE POLICIES 10.1 THROUGH 10.6 RELATING TO INCLUDE COORDINATION RELATING TO "TRANSIT INTERMODAL FACILITIES;" AMENDING THE POLICIES WITHIN THE INTERGOVERNMENTAL COORDINATION ELEMENT TO INCLUDE COORDINATION RELATING TRANSIT INTERMODAL FACILITIES



OFFICE OF THE MAYOR AND COMMISSION

COMMISSION MEMORANDUM

Date: June 8, 2016

To:

Jimmy Morales

City Manager

cc:

Mayor Philip Levine

Members of the City Commission

From:

Commissioner Michael Grieco

Subject: Referral to Planning Board for June 8, 2016 City Commission meeting

Please place the following item on the June 8, 2016 City Commission meeting agenda, as a referral to the Planning Board:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY CODE, BY AMENDING MANAGEMENT," BY AMENDING CHAPTER 122, "CONCURRENCY SECTION 122-5, "EXEMPTIONS FROM CONCURRENCY," TO EXEMPT USES AT THE FOLLOWING CITY-OWNED FACILITIES FROM THE CITY'S CONCURRENCY REQUIREMENTS: THE NORTH SHORE BANDSHELL, THE RONALD W. SHANE WATERSPORTS CENTER, AND THE MIAMI BEACH BOTANICAL GARDEN; AND PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

In addition, please place, on the June 8, 2016 agenda, a corresponding amendment to the City's 2025 Comprehensive Plan, as a referral to the Planning Board.

If you have any questions, please contact Danila Bonini at ext. 6457.

Thank you.

CONCURRENCY EXEMPTION - GU & CCC DISTRICTS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY CODE, BY AMENDING CHAPTER 122, "CONCURRENCY MANAGEMENT," **AMENDING** SECTION BY "EXEMPTIONS FROM CONCURRENCY," TO EXEMPT USES AT THE FOLLOWING CITY-OWNED FACILITIES FROM THE CITY'S CONCURRENCY REQUIREMENTS: THE NORTH SHORE THE RONALD W. SHANE BANDSHELL. WATERSPORTS CENTER, AND THE MIAMI BEACH BOTANICAL GARDEN; AND PROVIDING FOR REPEALER. CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City") Land Development Regulations, at Chapter 122, establish the City's procedure for concurrency management; and

WHEREAS, Section 122-5 of the City Code creates exemptions from the City's concurrency requirements for certain developments and uses; and

WHEREAS, such exempt developments and uses are not required to obtain a preliminary concurrency determination or a final concurrency reservation certificate from the City; and

WHEREAS, the Mayor and City Commission desire to amend the list of exemptions from the City's concurrency requirements, to exempt uses at the following City-owned facilities from the City's concurrency requirements: the North Shore Bandshell, the Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 122, "Concurrency Management," Section 122-5, "Exemptions from concurrency," of the Land Development Regulations, is hereby amended to read as follows:

CHAPTER 122
CONCURRENCY MANAGEMENT

Sec. 122-5. - Exemptions from concurrency.

The following types of development are not required to obtain a preliminary concurrency determination or a final concurrency reservation certificate:

- (1) Any development undertaken by the city that does not require a rezoning, does not increase in intensity, does not have an associated change of use or that increases the city's ability to provide essential services and facilities related to health and safety concerns (fire, police, etc.).
- (2) An application requesting modification(s) of a previously approved development order where the concurrency management division has determined that the impacts on the prescribed levels of service imposed by the requested modification(s) will be no greater than the impacts imposed by the previously approved development order or the previously existing use.
- (3) An application for the renovation of an historic structure, provided that the use of the historic structure is not intensified.
- (4) An application to develop a parcel of land for single family purposes if no change in the zoning map is required to accommodate the development.
- (5) An application for addition, renovation or reconstruction of a residential dwelling that does not increase the number of dwelling units existing or approved for the property.
- (6) An application for the construction of, an addition to or renovation of a guest house, garage apartment or other similar accessory units on parcels zoned to permit such uses.
- (7) An application for a development order for property which is subject to a valid development order approved as a development of regional impact prior to January 1, 2000, pursuant to F.S. Ch. 380.
- (8) A valid, unexpired final development order approved prior to the adoption of this chapter.
- (9) Temporary uses in public rights-of-way, as determined by the City Commission by resolution, specifying geographic areas, criteria, and duration of exemption, where such uses front on or are north of 63rd Street, or on Washington Avenue from 6th Street to Lincoln Road.
- (10) Uses at the North Shore Bandshell, the Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

This Ordinance shall take effect ten days following adoption.

SECTION 5. EFFECTIVE DATE.

	-	
PASSED and ADOPTED this	day of	, 2016.
ATTEST:		Philip Levine, Mayor
Rafael E. Granado, City Clerk		APPROVED AS TO FORM AND LANGUAGE & FOR EXECUTION City Attorney Date
	, 2016 , 2016	NK
Verified by: Thomas R. Mooney, AICP Planning Director		
<u>Underscore</u> denotes new language Strike through denotes deleted language		
(Sponsored by Commissioner Michael Gri	eco)	

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: John Elizabeth Alemán, Commissioner

DATE: May 31, 2016

SUBJECT: Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 08, 2016 City Commission Meeting Agenda:

A referral to the Planning Board regarding an ordinance change for the North Beach Town Center districts.

I would like to refer a possible Land Use amendment to the Planning Board and withdraw the referral to the Land Use and Development Committee.

The Comprehensive Plan and the Land Development Code provide the intent behind the creation of the North Beach Town Center Districts (TC-1, TC-2, TC-3); which is to promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas and attractive residential living environments with compatible office uses and neighborhood-oriented commercial services. The Town Center Districts are intended to encourage pedestrian-oriented development within walking distance of transit opportunities at densities and intensities that will help to support transit usage and town center businesses. It is the City's intent to enhance the community's character through the promotion of high-quality urban design, and within the TC-1 Town Center Core District, to promote high-intensity compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment.

The North Beach Town Center area has seen limited improvement over the years and has faced financial constraints and neighborhood adjustments that have diminished the general condition of the neighborhood. It is an important strategy of the City of Miami Beach to encourage and incentivize new development within the North Beach Town Center area. The City has hired a planning to team to create a North Beach Master Plan, which will be first-draft reviewed on 6/7/16.

The attached ordinance proposes to allow additional height for buildings abutting 72nd Street, which may assist in improving the neighborhood by providing stimulus to the community through new commercial and residential uses. The additional height for buildings abutting 72nd Street will improve the overall urban design of the 72nd street corridor. As such the attached ordinance would allow the construction of buildings on a unified development site to be up to 125 ft. in height without any additional increase in Floor Area Ratio (FAR).

Please refer the attached Ordinance to the next Planning Board meeting. If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

TC NORTH BEACH TOWN CENTER DISTRICTS

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" ARTICLE II "DISTRICT REGULATIONS", DIVISION 20 " TC NORTH BEACH TOWN CENTER DISTRICTS ", TO INCREASE THE ALLOWABLE HEIGHT FOR BUILDINGS ON LOTS OR A UNIFIED DEVELOPMENT SITE THAT ABUTS 72ND STREET IN THE TC-1 TOWN CENTER CORE DISTRICT TO 125 FEET; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, a codified purpose of the North Beach Town Center districts is to promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas and attractive residential living environments with compatible office uses and neighborhood-oriented commercial services; and

WHEREAS, a codified purpose of the North Beach Town Center districts is to encourage pedestrian-oriented development within walking distance of transit opportunities at densities and intensities that will help to support transit usage and town center businesses; and

WHEREAS, a codified purpose of the North Beach Town Center districts is to create a place that represents a unique, attractive and memorable destination for residents and visitors; and

WHEREAS, a codified purpose of the North Beach Town Center districts is to enhance the community's character through the promotion of high-quality urban design; and

WHEREAS, a codified purpose of the TC-1 Town Center Core District is to promote high-intensity compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment; and

WHEREAS, the North Beach Town Center area has seen limited improvement over the years and has faced financial constraints and neighborhood adjustments that have diminished the general condition of the neighborhood; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize new development within the North Beach Town Center area; and

WHEREAS, the City desires to encourage private property owners to assemble and redevelop properties comprehensively rather than in a piecemeal fashion; and

WHEREAS, the City of Miami Beach desires to allow additional height for buildings abutting 72nd Street, which may assist in improving the neighborhood by providing stimulus to the community through new commercial and residential uses; and

{37667990;3}

WHEREAS, additional height for buildings abutting 72nd Street will improve the overall urban design of the 72nd Street corridor; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, Article II entitled "District Regulations", Division 20 "TC North Beach Town Center Districts" is hereby amended as follows:

Sec. 142-737. Development Regulations.

(a) The development regulations in the TC-1, TC-2 and TC-3 town center districts are as follows:

District	Maximum Floor Area Ratio (FAR)	Maximum Building Height	Maximum Number of Stories
TC-1 Town Center Core	For lots equal to or less than 45,000 sq. ft.—2.25	75 feet <u>.</u>	7 stories <u>.</u>
	For lots greater than 45,000 sq. ft.—2.75	Buildings on lots or a unified development site that abuts 72nd Street are permitted up to 125 feet. however, bBuildings fronting on 71st Street shall not exceed 50 feet in height subject to the additional setbacks below.	Buildings on lots or a unified development site that abut 72nd Street — 10 stories.
		eExcept that any portion of the building above 50 feet shall be set back an additional 1 foot for every 1 foot in height above 50 feet (not applicable to buildings on lots or a unified development site that abuts 72nd Street).	

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

SECTION 5 FEFECTIVE DATE

Strikethrough denotes removed language

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

This Ordinance shall take effect ten days follow	ving adoption.	
PASSED and ADOPTED this day of	, 2016.	
		MAYOR
ATTEST:		IIIA I OI
CITY CLERK	FORM AND I	VED AS TO LANGUAGE EXECUTION
	Eve Boutsis, City Attorney	Date
First Reading:		
Verified by: Thomas Mooney, AICP Planning Director		
Underscore denotes new language		

{37667990;3}



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: John Elizabeth Alemán, Commissioner

DATE: May 31, 2016

SUBJECT: Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 08, 2016 City Commission Meeting Agenda:

Referral To The Land Use And Development Committee And The Planning Board An Amendment To Sec 142-1111 Of The City Code To Address The Eligibility Requirements For The Short-Term Rental Of Apartment Units Within The Collins Waterfront Local Historic District.

This item was on the agenda as item C4G at the 4/13/2016 Commission Meeting. I bring this item back on the agenda for additional consideration. All of the background information may not have been readily available for the Commission to digest when it was initially reviewed in April. Furthermore, the issue may have been understood as encompassing the entire neighborhood, transforming it into a full blown transient rental district. It should be emphasized that the matter is being considered as being applicable to the current limited area of the Collins Waterfront District, which includes the Mantell Plaza. For additional information, I include a letter to the City Commission from 47 Mantell Condominium owners and neighborhood friends regarding the altering of the building's short-term rental status.

At the 4/13/2016 Commission Meeting, Planning Department Director Thomas Mooney introduced the item. Tom explained that in 2014 the short-term rental Ordinance was amended to allow transient rentals in the Collins Waterfront Historic District, specifically geared towards the Tradewinds building complex that had been renovated. There were a list of benchmarks that needed to be addressed by that specific building. There was some confusion, however, by owners of the Mantell Plaza, across the street, and that building did not go through the necessary benchmarks that would allow the entire building to have short-term rentals. Approximately 7 apartments are currently legally used for transient rentals. The window has now passed for the Mantell Plaza to do what is necessary to allow short-term rentals, but the owners are asking to amend the Code to allow them to go through the necessary procedures to have short-term rentals.

Many residents in the Collins Waterfront Local Historic district believe that the property should be grandfathered in as a hotel or transient rental property. The majority of the Mantell Plaza's 77 units are_very small, not making them ideal or readily rentable for long-term living. It should be noted that unit owners in the Mantell were under the impression that they were already legally permitted to rent units on a short term basis and were hence not given the option to comply with the same benchmarks as the Tradewinds was and to license their units at that time.

The Mantell Plaza does not include a restaurant or a bar on its property and many residents have shared a mutual belief that the renting out of these very tiny units has not led to a negative impact on the neighborhood as may be felt in other areas of our city. It is important to highlight that the Bresaro Suites currently possess a valid license acquired before February 2015 allowing the practice in the seven units they own within the Mantell Plaza and that the nearby Tradewinds Apartments Hotel, where the average studio sizes are 500 sq. ft., is also currently permitted to carry out short-term rentals.

If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139 Tel: 305-673-7102 / Fax: 305-673-7096 / <u>www.miamibeachfl.gov</u>

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

To: The Miami Beach Mayor Levine and City Commissioners, Steinberg, Grieco, Malakoff, Gonzalez, Arriola, and Aleman

From: The owners and neighborhood friends for fair consideration and due process for the Mantell Condominium Association, Inc., 255 W. 24th St.

RE: Item C4G on the City Commissions docket of April 13, 2016, Referral to the Land Use and Development Committee and The Planning Board, An Amendment to Sec 142-1111 of the City Code to Address The Eligibility Requirements for the Short Term Rental of Apartment Units Within the Collins Waterfront Local Historic District. (Sponsored by Commissioner Michael Grieco).

Dear Commissioners.

We the undersigned hereby request that the City Commission's vote taken on April 13, 2016, on C4G blocking review of eligibility requirements for Short Term Apartment Rentals in the Collins Waterfront District be voided. We also request then that Commissioner Grieco re-sponsor and place Item C4G appropriately on the next City Commission (Commission) agenda, as soon as possible in order that the Land Use and Development Committee and the Planning Board appropriately and fairly considers eligibility in the District as required by due process.

The Commission's abrupt and cavalier dismissal of C4G is onerous in its implications and applications to many owners in the Mantell Condominium Association (Mantell). This request is due to Commission irregularities related to a lack of due process and transparency, confusing and conflicting information, long standing short-term rental precedence at the Mantell, contradictory ordinance interpretation, and Commissioner conflict of interest. In this interim period we further request that the Commission continue to recognize the Mantell Condominium Association (Mantell) as a grandfathered exception to the provisions of the ordinance prohibiting short-term rentals, on the basis of the following:

- 1. City Ordinance #2015-3925 adopted February 11, 2015, page 13, lists The Mantell as "previously grandfathered for short-term rentals." The term "previously" is ambiguous in this context. If the term *previously* means designated in the past as grandfathered and therefore exempt from RM1, then the Commission's vote on C4G taken April 13, 2016, effectively prohibiting the Mantell from short-term rentals clearly contradicts the status and language of Ordinance #2015-3925. If "previously" means formerly grandfathered but status changed, then when was the status changed and under what process was the status discussed, defended and challenged that is, was any formal process attempted or undertaken on the part of the Commission?
- 2. The City Commission's use of the grandfathered short-term rental status of the Mantell as the basis for opening to review and allow for the short-term

rental status of the Tradewinds Complex demonstrates the Commission's recent recognition of the Mantell's grandfathered status. If the Commission in fact got the Mantell's status wrong when approving Tradewinds then denying Mantell owners redress in the matter is also wrong. Two wrongs don't make a right.

- 3. It is understood that the seven (7) apartment units in the Mantell owned by Bresaro Suites are grandfathered under the Ordinance because they were licensed well prior to February 2015. No notice was received by the owners or the Association of the three (3) month window period regarding any altered grandfathered status of the Mantell and no indication of the consequential nature of the deadline's implications.
- 4. Denying review of eligibility for the Mantell effectively denies appropriate consideration of the design and living existence of this building of more than 70 years. The Mantell was built and operated as a hotel; it converted to condominium without design alteration that would provide for long-term residency or tenancy in the overwhelming majority of units. In the case of the Mantell, precedence relates to appropriate livable living intentions. Many Mantell owners purchased apartments with the intention and knowledge that they could use the units on short-term basis and rent in similar fashion to defray costs of ownership. Simply put, many of the small units in the building are not well designed for long-term tenancy; the majority are less than 300 square feet in size.
- 5. Letters cited "from the District" that oppose allowing the Mantell short-term rental status because it would alter the neighborhood are clearly uninformed that the Mantell has been conducting short-term rentals for over twenty years, and many years prior to that as a hotel without complaint. We have to question whether actual residents of our small-defined District (Tradewinds/Museum Walk, Mantell, Golden Gate, and 2382 Flamingo Drive) submitted these letters since those letters have not been made public.

Commissioner Malakoff made mention of several calls she had received from District neighbors opposing short-term rentals, yet failed to identify the so-called "callers" in specific number of calls, identity or residence of those individuals. The comments could only be taken as anecdotal and prejudicial.

Most notably, Commissioner Steinberg failed to declare herself in conflict and recuse herself from discussion and voting due to the fact that her mother is an owner at the Mantell.

The above factors and the specious conditions under which the Commission abruptly voted to prohibit review of the ordinance eligibility for the Mantell is the very definition of an arbitrary and capricious action. The Commission should be aware that many Mantell owners have incurred substantial monetary losses due to this action. The undersigned individuals represent years of responsible,

conscientious, tax-paying citizen ownership in the Collins Waterfront District of Miami Beach. We deserve and demand a fair, reasonable, honest and accountable hearing and response on the part of the City Commission in this matter.

Mantell owners	47	Unit(s)
Mark Schork		103
Carl Bishop & Christian Grov		107
TFT Properties		108
James Whittaker		109
Werner Dreher		136
Arthur Herrmann		207 & 342
Suhana Meharchand		208
Jack Buchman & Annette Mincer		220
FRGA Properties, One, LLC		221
Susan Rosler		222, 432 & 433
Paradise Properties America, LLC		231
Prairie Sun, LLC		233 & 304
Machefertmiami, LLC		234
Antastasia Phillips		236
Mireille Corriveau		301 & 308
Martin Hanan		303 & 320
Gerald Lapeyre & Dominique Texio	er	305
Christopher & Mary Breslin		321 & 322
Steve & Jane Sutton		331 & 332
Roger Besecker		334
Gail Spinelli & Rahel Schellenberg		405
Isaac Wilchfort		409
Estaban Vaquiro		421
Lina Hargrett		431
Dan Boe		435 & 503
James Hodgin & Gretchen Merkle		440
Gretchen Merkle		441
Simon Farkas		501 & 542
Mary & Nello McDaniel		535 & 536

Bresaro Suites, 7 units currently have a license to rent

District Neighbors

Sue Breslin Golden Gate Condominium
Paul Venette Golden Gate Condominium



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy L. Morales, City Manager

FROM:

Joy V. W. Malakoff, Commissioner

DATE:

May 31, 2016

SUBJECT:

Referral to Finance Committee: Payment to Bass Museum of \$150,000 Towards the Programming in the Newly Added Renovated Exhibition

Space. This is Reimbursement of Permitting and Parking Fees for the New

Construction

Please place the above item on the Consent Agenda for the Commission Meeting of June 8, 2016.

If you have any questions, please contact me at extension 6622.

Thank you.

MWVL

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Vice-Mayor

DATE: June 1, 2016

SUBJECT: Referral to SRC

Please add to the June 8, 2016 City Commission agenda a referral to the Sustainability and Resiliency Committee a discussion on our anti-idling policy.

If you have any questions please do not hesitate to call our office.

Thank you,

Tathiane Trofino
On behalf of Vice-Mayor Micky Steinberg

MIAMIBEACH

Aide to Vice-Mayor Micky Steinberg

OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7103 / Fax: 305-673-7096 / www.miamibeachfl.gov
We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

John Elizabeth Alemán, Commissioner

DATE:

June 1, 2016

SUBJECT:

Consent Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 8, 2016 City Commission Meeting Consent Agenda:

Referral to the Planning Board - Amendment to Chapter 114 "GENERAL PROVISIONS," By Amending the Definition of Floor Area

A draft ordinance is attached, which contains the re-insertion of pre-2014 language affecting Floor Area calculation for existing contributing structures, located within a local historic district, national register historic district or local historic site, when the top of the slab of an existing ceiling is located above grade, such that one-half of the floor area that is below grade shall be included in the floor area ratio calculation.

The intention is to improve the economics for restoration of contributing buildings with existing basements in historic districts.

If you have any questions, please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / <u>www.miamibeachfl.gov</u>

BELOW GRADE FLOOR AREA - CONTRIBUTING BUILDINGS

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 114, "GENERAL PROVISIONS," BY AMENDING THE DEFINITION OF FLOOR AREA; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Code provides for the regulation of Floor Area, including definitions and exclusions; and

WHEREAS, the City desires to more accurately measure the scale and massing of development by updating the definitions in the Land Development Regulations; and

WHEREAS, changing the definitions is in the best interest of the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. City Code Chapter 114, "General Provisions," is hereby amended as follows:

Sec. 114-1. Definition.

The following words, terms and phrases when used in this subpart B, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Floor area means the sum of the gross horizontal areas of the floors of a building or buildings, measured from the exterior faces of exterior walls or from the exterior face of an architectural projection, from the centerline of walls separating two attached buildings. However, the floor area of a building shall not include the following unless otherwise provided for in these land development regulations.

- (1) Accessory water tanks or cooling towers.
- (2) Uncovered steps.
- (3) Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches.
- (4) Terraces, breezeways, or open porches.
- (5) Floor space used for required accessory off-street parking spaces. However, up to a maximum of two spaces per residential unit may be provided without being included in the calculation of the floor area ratio.
- (6) Commercial parking garages and noncommercial parking garages when such structures are the main use on a site.
- (7) Mechanical equipment rooms located above main roof deck.
- (8) Exterior unenclosed private balconies.
- (9) Floor area located below grade when the top of the slab of the ceiling is located at or below grade. However, if any portion of the top of the slab of the ceiling is above grade, the floor area that is below grade shall be included in the floor area ratio calculation. In existing contributing structures, located within a local historic district, national register

historic district or local historic site, when the top of the slab of an existing ceiling is located above grade, one-half of the floor area that is below grade shall be included in the floor area ratio calculation.

(10) Enclosed garbage rooms, enclosed within the building on the ground floor level.

Volumetric buildings, used for storage, where there are no interior floors, the floor area shall be calculated as if there was a floor for every eight feet of height.

When transfer of development rights are involved, see chapter 118, article V for additional regulations that address floor area.

SECTION 2. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this	_ day of	, 2	016.
ATTEST:			MAYOR
CITY CLERK		FORM AND I	VED AS TO LANGUAGE EXECUTION
First Reading:, 2016 Second Reading:, 2016		City Attorney	Date
Verified by: Thomas R. Mooney, AICP Planning Director			

T:\AGENDA\2016\June\Planning\DRAFT Below Grade Floor Area - REF ORD.docx

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Vice-Mayor

DATE: June 1, 2016

SUBJECT: Referral to SRC

Please add to the June 8, 2016 City Commission agenda a referral to the Sustainability and Resiliency Committee a discussion on storm water best management practices.

If you have any questions please do not hesitate to call our office.

Thank you,

Tathiane Trofino
On behalf of Vice-Mayor Micky Steinberg

in our vibrant, tropical, historic community.

MIAMIBEACH
Aide to Vice-Mayor Micky Steinberg
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7103 / Fax: 305-673-7096 / www.miamibeachfl.gov
We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic

community.

We are committed to providing excellent public service and safety to all who live, work, and play

Agenda Item <u>CYY</u>

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COMMISSION COMMITTEE REPORTS

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: LAND USE AND DEVELOPMENT COMMITTEE MEETING OF MAY 18, 2016

A Land Use and Development Committee meeting was held on May 18, 2016. Land Use Committee Members in attendance were Commissioners Joy Malakoff, Michael Grieco, and John Elizabeth Aleman. Commissioner Ricky Arriola was also in attendance. Members from the Administration, including, Susanne Torriente, Thomas Mooney, Raul Aguila, Eve Boutsis, Michael Belush, and Rogelio Madan, as well as members of public, were also in attendance. Please see the attached sign-in sheet.

The meeting was called to order at 3:06 PM.

1. Discussion Regarding the creation of a Panel of Architects to review All New Single Family Home Construction.

(Continued from the April 20, 2016 LUDC Meeting Sponsored by Commissioner Joy Malakoff February 10, 2016 City Commission Meeting, Item C4J)

AFTER-ACTION:

Thomas Mooney introduced the item.

Commissioner Malakoff described the need to have an Architectural Review Board.

Commissioner Aleman described how she felt that the proposal would not be overly burdensome; however she expressed a desire to have a report indicating the results of the panel within a year of it having taken effect.

Eve Boutsis described the need to have an ordinance establishing the panel of architects in effect prior to a referendum.

MOTION: JA/JM (2-0)

Recommend that the City Commission refer an Ordinance Amendment to the Planning Board with an effective date after a referendum in November.

MOTION: JA/MG (3-0)

Recommend that Option 2 referendum language be forwarded to the full Commission with a favorable recommendation.

2. Proposed Comprehensive Plan Amendment Related to Sea Level Rise and Compliance with 2015 Florida Senate Bill 1094, Entitled "Peril of Flood".

(Continued from the April 20, 2016 LUDC Meeting Sponsored by City Commission April 13, 2016 City Commission Meeting, Item C4L)-

AFTER-ACTION:

Thomas Mooney introduced the item.

Commissioner Malakoff expressed support for the need to plan for sea level rise and improving the City's resilience.

MOTION: MG/JA (3-0)

Recommend approval of the proposed ordinance.

3. Discussion Regarding Operational Regulations for Alcoholic Beverage Establishments South of Fifth Street.

(Continued from the April 20, 2016 LUDC Meeting Sponsored by Commissioner Michael Grieco April 13, 2016 City Commission Meeting, Item C4C)

AFTER-ACTION:

Thomas Mooney introduced the item.

Commissioner Grieco stated that the purpose of this was to stop the spread of 5 am establishments, but to allow existing establishments to remain.

Commissioner Malakoff stated that the goal was not to put any business out of business. Members of the public addressed the committee.

MOTION: MG/JA (3-0)

Recommend that the City Commission refer the Ordinance Amendment to the Planning Board in accordance with the following:

- 1. Removal of bolded sentence in exceptions to allow existing 5:00 am establishments to remain:
- 2. Develop language to ensure that existing 5:00 am establishments do not become non-conforming in the future due to 6 month rule;
- 3. Staff to work with affected stakeholders and the Marriott Hotel to address the issue of above ground seating hours.

4. Discussion On The Transit Hub On The 500 Block Of Alton Road.

(Continued from the April 20, 2016 LUDC Meeting Sponsored by Commissioner Ricky Arriola April 13, 2016 City Commission Meeting, Item C4Q)

AFTER-ACTION:

Graham Penn introduced the item for the applicant.

Russel Galbut described the concept behind the proposal.

Commissioner Grieco described that action was not necessary on the item because a private application had been made to the Planning Board.

Members of the public addressed the Committee.

MOTION: Continue to July 20, 2016 by Acclamation

5. An Ordinance Amending Chapter 142 Of The City Code As It Pertains To Alcoholic Beverage Establishments On The West Side Of Alton Road And The South Side Of 17th Street.

MOTION: Continue to June 15, 2016 by Acclamation

6. Single Family Demolition Procedures.

(Sponsored by Commissioner Joy Malakoff May 11, 2016 City Commission Meeting, Item R5K)

MOTION: Continue to June 15, 2016 by Acclamation

7. Proposed Miami Beach Marina Redevelopment and Associated Legislative Changes.

(Sponsored by Commissioner John Elizabeth Aleman May 11, 2016 City Commission Meeting, Item R9J)

AFTER-ACTION:

Jeff Bercow introduced the item for the proposer.

The proposer's development team presented the proposed redevelopment of the marina.

Members of the public addressed the Committee.

Commissioner Malakoff expressed concerns with the proposed ordinance.

Commissioner Aleman stated that staff needed time to analyze the proposal and its impacts on the surrounding area.

Commissioner Arriola stated that there was no rush to move forward the proposed legislation and that additional public input and analysis was necessary.

Commissioner Grieco stated that additional public input was necessary.

Eve Boutsis stated the need to have appropriate review of the proposal from staff.

MOTION: JA/MG (3-0)

Continue the item to June 15, 2016 so that additional public outreach can take place and for the Planning and Transportation Departments to prepare an analysis of the proposed code amendments.

8. Discussion Regarding Future Rooftop And Deck Accessory Bar Uses In The Sunset Harbour Neighborhood.

(Continued from the April 20, 2016 LUDC Meeting Sponsored by Commissioner Michael Grieco April 13, 2016 City Commission Meeting, Item C4B)

MOTION: Staff to prepare a draft ordinance consistent with bullet points provided by the Sunset Harbour Neighborhood and continue the item to June 15, 2016 by Acclamation.

9. An Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The CD-3 District On 41st Street, In Order To Address Compatibility Issue With Surrounding Residential Districts.

(Sponsored by Commissioner John Elizabeth Alemán May 11, 2016 City Commission Meeting, Item C4C)

MOTION: Staff to prepare draft ordinance based upon language in recent Alton Road amendment and continue the item to June 15, 2016 by Acclamation.

10. Discussion Regarding A Proposed Ordinance Change For North Beach Town Center Districts.

(Sponsored by Commissioner John Elizabeth Alemán May 11, 2016 City Commission Meeting, Item C4I)

MOTION: Staff to review the proposed ordinance and continue the item to June 15, 2016 by Acclamation.

11. Referral To Land Use And Development Committee To Discuss Revising The Cultural Arts Neighborhood District Overly (CANDO).

(Sponsored by Commissioner Ricky Arriola May 11, 2016 City Commission Meeting, Item C4L)

MOTION: Continue to June 15, 2016 by Acclamation

The meeting adjourned at 5:00 p.m.

JLM/SMT/TRM/RAM

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LAND USE AND DEVELOPMENT COMMITTEE MEETING May 18, 2016 City Commission Chambers

Attendance Sheet

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LAND USE AND DEVELOPMENT COMMITTEE MEETING May 18, 2016 City Commission Chambers

Attendance Sheet

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23. Faiza Liban	305495-6282	MARINA	ぎ
24. Stephen Byrnes	159 CK1 50%	てくないと	Achenbyreay @ grail.com
25. Movio Solares	(305) 609-6276		MLSZ74 @ Hisminedu
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OFFICE OF THE CITY MANAGER

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE (NCAC)

MEETING ON FRIDAY, MAY 13, 2016

A meeting of the Neighborhood/Community Affairs Committee was held on Friday, May 13, 2016 at 2:00 p.m. in the Commission Chamber, 3rd Floor of City Hall. Commissioners in attendance: Commissioners Michael Grieco, Micky Steinberg, John Elizabeth Alemán, and Joy Malakoff. Members from the Administration and the public were also in attendance.

THE MEETING OPENED AT 2:07 P.M.

OLD BUSINESS

1. Discussion Regarding A Commercial Use Permit Fee For City-Owned Property And City Parks Facilities

Commission Item C4B, June 11, 2014 (Parks and Recreation)

John Rebar, Parks and Recreation Director

AFTER-ACTION

John Rebar, Parks and Recreation Director presented the item. He said that this idea has been bounced around for a while. He has come back with a policy draft to create a fee based activity and if accepted the permitting will be handled through the Parks Department. There would be an annual fee of \$200 and a \$50 application fee. People would be required to have a business tax receipt, so they would be a City of Miami Beach business also including their insurance and background check.

Commissioner Grieco said this was sparked because of unregulated boot camps in the parks and he would rather these happen with the City's approval.

Commissioner Malakoff said she noticed some parks aren't on the list is it because they are passive parks. John Rebar said for smaller groups they will probably be able to permit the use.

Commissioner Grieco said maybe some parks need to be reassessed.

Commissioner Alemán said some of the parks have pavilions and she would like to see

them exclude the pavilions.

Commissioner Grieco said they should move this to the full commission, but in the interim if the commissioner have notes they can send them to Parks and get them addressed.

MOTION: Commissioner Alemán motioned to move this to the full commission and work on it in the meantime with notes made from the commissioners. Vice-Mayor Steinberg seconded the motion. All in favor

2. Discussion Regarding Naming The Accessible Beach And Playground At Allison Park, 65th Street And Collins Avenue, "Sabrina's Beach And Playground At Allison Park"

Commission Item C4L, April 15, 2015 (Sponsored by Commissioner Malakoff)

John Rebar, Parks and Recreation Director

AFTER-ACTION

John Rebar, Parks and Recreation Director presented the item.

Commissioner Malakoff said at the March 11, 2016 NCAC committee this came up and she said they spoke about naming the beach and/or playground, she thinks there may be some question about naming the beach.

John Rebar said they don't have a definitive answer from the state about this. The attorney's office is still working with representatives from the state.

Commissioner Malakoff said that Sabrina Cohen has done a lot of work to try to improve the accessibility of the playgrounds and parks of the City.

Commissioner Grieco asked if Sabrina is embracing this or not. Commissioner Malakoff said yes.

MOTION: Vice-Mayor Steinberg motioned to move this to the full commission to name the playground area after Sabrina Cohen. Commissioner Alemán seconded. All in favor.

3. Update on Muss Park Pavilion

Commission Item R9W, February 10, 2016 (Sponsored by Vice-Mayor Steinberg)

David Martinez, Capital Improvement Projects Director

AFTER-ACTION

DIRECTION: Defer tentatively to the July NCAC meeting.

4. Discussion Regarding Proposed Site Options For New Fire Station No. 1

Commission Item C4A, January 13, 2016 (Capital Improvement Projects)

David Martinez, Capital Improvement Projects Director

AFTER-ACTION

David Martinez presented the item. David Martinez said they asked for a deferral on this item. He said they received some renderings initially and he was not happy with how comprehensive it was.

Commissioner Grieco asked for an update on the renderings. David Martinez said they are looking at the alternative of this only occupying the footprint of the parking area of Flamingo Park. The alternative they are looking at does not affect the entry way on the south side nor does it affect the PAL structure. The same scenario they are going to look at fitting the fire station requirements. The same alternative would be more complex and it would take out the PAL building. David Martinez said they are vetting through whether they want to do a 2 phase process which would first build a facility to house PAL and then move them over and then continue with the rest.

Commissioner Grieco said him and his colleagues have some concerns about the fire station taking up the entire parking lot. He said he feels more comfortable having it further to the west.

Commissioner Alemán agreed with Commissioner Grieco.

Commissioner Malakoff disagreed. She said the surface parking lot is not that large. If a fire station can be built there and a parking garage above it would be great. It is an active park and there is also a need for more parking in the neighborhood.

David Martinez said they may be able to design it in such a way that the structure isn't too tall or close to the grand entrance.

Commissioner Grieco said if we can use this as an opportunity to upgrade a parks facility why don't we do it.

Commissioner Alemán said she wouldn't mind seeing the options. She said she is willing to see the number of both cases.

Jack Johnson, resident spoke. Him and the Flamingo Park Neighborhood Association would appreciate the building be pushed as far west as possible. He suggested building the new PAL building on the western half of the existing parking lot, demolishing the existing PAL building and then building the fire station in such a way to make it west of the PAL and upper floors could extent over the PAL building. He also said that maybe they could move the PAL into the existing fire house.

DIRECTION: Come back to June NCAC Meeting.

5. Discussion Regarding A Design Competition For Implementing An Iconic Rainbow Crosswalk At The Intersection Of Ocean Drive And 12th Street

Item C4G, January 13, 2016

(Sponsored by Commissioner Alemán and Commissioner Arriola)

Jose Gonzalez, Transportation Director

AFTER-ACTION

Jose Gonzalez, Transportation Director presented the item. Jose Gonzalez said at the Wednesday commission meeting, he received direction to issue an RFP for an iconic crosswalk intersection incorporating the rainbow theme.

Commissioner Grieco asked how this would be impacted if there were a subsequent CIP project regarding the expansion of the sidewalk. He said one of the significant recommendations of the Ocean Drive task force was to expand the west sidewalk not to cut into the greenspace in Lummus Park, but to make some of the lanes thinner. Commissioner Grieco asked how this would affect the RFP going forward. Jose Gonzalez said the RFP would be for design and they would work within the recommendation of the Ocean Drive task force. Commissioner Grieco said when this is put out for design we need to make sure that it is explained it needs to be done with the existing sidewalk and the potential future sidewalk. It is anywhere from 5-7 feet that they would have to work with.

NO ACTION TAKEN

6. Traffic Management Alternatives Discussed At The February 24, 2016 Commission Workshop On Traffic Management

Commission Item C4I, March 9, 2016 (Transportation)

Jose Gonzalez, Transportation Director

AFTER-ACTION

Jose Gonzalez, Transportation Director presented the item. Jose Gonzalez said there were many ideas and initiatives spoken about at the Commission Workshop. All of the ideas have been classified into 2 categories, things that are being done already and already on our plate and things that will require further consideration from committees and commission.

Revisit On Prairie Avenue To Allow Right Turns To Travel Eastbound

Jose Gonzalez said police deployed a pilot a few months ago and transportation assisted in conducting observations. They noticed traffic was going elsewhere and causing congestion in other places. If this is something the committee and commission is something they want to pursue. Police doesn't recommend the program to move forward because of the resources.

Commissioner Grieco said that this was pretty much in response to the flash afternoon traffic that we were getting from the beginning of the year through March. He said he doesn't think it needs to be talked about now because there is nothing to fix right now, it is not a daily issue. He said he does think to keep this in the back of our minds when it gets to November to prepare before it gets bad.

Kathie Brooks, Assistant City Manager asked if what Commissioner Grieco is saying for

this particular suggestion to bring it back to the committee. Commissioner Grieco said yes to maybe bring it back in November or December.

Vice-Mayor Steinberg asked if some of these things take longer to implement that need to be taken care of earlier. Jose Gonzalez said that can be implemented rather quickly, it requires police officers at several intersections, not only Prairie Avenue. He said they are incorporating traffic calming into the CIP project that is forth coming.

DIRECTION: Come back with this particular item to the November or December NCAC Meeting.

Increased Police Staffing For Traffic Enforcement In The FY 2016/17 Budget

Commissioner Grieco said he thinks this is a no brainer; this carries over to what was just spoken about in the certain areas at certain times.

Vice-Mayor Steinberg said she cautions us because the police slow it down even further. Jose Gonzalez said if the purpose is to restrict turns, police should be there for enforcement.

Vice- Mayor Steinberg asked how many motor officers we just budgeted for. Commissioner Grieco said there is a squad of 5 and a sergeant on certain shifts.

NO ACTION TAKEN

Further Restrictions On Construction Work On Rights-of-way

Jose Gonzalez said currently the City charges a fee for blocking sidewalks. The cost is \$0.25 per linear foot per day of \$.03 per square foot per day. For crane permits it is \$320.43 per day for blocking local roadways, \$427.24 per day for collector roadways, and \$534.05 per day for arterials. The goal of the restriction is to encourage contractors from closing lanes. There is currently a procedure that prohibits any lane closures from the hours of 7-9 am and 4-7pm. The goal is to charge a heftier fee.

Kathie Brooks, Assistant City Manager said to expand those hours slightly because from 9 am to 10 am and start a little earlier in the afternoon, like about 3:30 pm.

Commissioner Alemán said if we do increase the fees to maybe just start on the arterial roadways. Kathie Brooks, Assistant City Manager said that is generally where this applies to, those critical roadways.

Commissioner Grieco said lane closures have to be signed off by the City Manager's Office. He agreed with Commissioner Alemán's suggestion to start.

VOTE OF ACCLAMATION TO TAKE THIS ITEM TO COMMISSION AND START WITH THE ARTERIAL ROADWAYS

<u>Further Restrictions On Hours For Special Events Permits Blocking Rights-of-way</u>
Jose Gonzalez said this is a separate, but related issue to the previous one. There are 14 major special events that require the blocking of lanes, 9 of them are races and block different major arterials throughout the City. Jose Gonzalez and the transportation team

are recommending opening the roadways by 10 am because a lot of the events are blocking lanes on the weekends during times when the traffic volumes are growing. There are 5 events of the 9 that would be impacted by this change. The Miami Beach 13.1, South Beach Triathlon, AIDS Walk, Escape to Miami Triathlon, and Halloween Half Marathon are those that would be affected.

Kathie Brooks, Assistant City Manager said that Max Sklar mentioned that some of those events would not be able to happen because of the time change.

Commissioner Alemán said that Max Sklar came to her office and explained each event and it is difficult to eliminate the events.

Kathie Brooks, Assistant City Manager said a lot of the events are over by 10 am.

Vice-Mayor Steinberg said that we can better communicate this to people and make sure everyone is prepared for when a run is coming through the City.

Max Sklar, Director of Tourism, Culture, and Economic Development said that ever since the construction on Alton Road started there have not been any new events added.

Kathie Brooks, Assistant City Manager said maybe no new events can be added unless it the policy comes back to commission.

VOTE OF ACCLAMATION TO ADOPT THIS AS A FORMAL POLICY NOT TO LET NEW EVENTS COME INTO THE CITY UNLESS THE POLICY COMES BACK TO COMMISSION

Special Events Enhanced Transportation Plans (Shuttle And Water Taxi Services/Parking Limitations)

Jose Gonzalez said the goal of this initiative whenever there are major special events we want people to come, but not drive their cars. They reached out to the City of Miami and the County because they coordinated this for the 2016 boat show. They had remote parking locations and water taxis. It was a very successful model. Administration would like to do something like this in the City.

Kathie Brooks, Assistant City Manager said what they did for the boat show was that they only allowed prepaid parking as a very high rate. It was very limited. Unless you had the prepaid parking people were encouraged to take the shuttle buses or the water taxi. She said we would have some challenges with that, it wouldn't be as easy for the City because no matter what we decided for our lots there would still be private parking available in the City. There is the opportunity to encourage it. We would want to build in some merchant validation program so that our businesses who would want to be getting customers wouldn't be affected they would be able to park for a reduced rate. She asked if maybe there is a potential for a pilot program this year.

Commissioner Grieco said that he has reservations about jacking up parking prices to discourage people. He said maybe we can do something like if you buy a ticket to the boat show you can get reduced parking at a specific lot. He said maybe providing different hubs for the parking and does it in a positive way. Even if we are footing some of the bill and subsidizing it ourselves, he said he thinks it's the way to go.

Commissioner Alemán said she agrees with Commissioner Grieco about that approach and maybe based on the event there can be some perk.

Vice-Mayor Steinberg said she is concerned that if people don't want to pay the rate that is proposed that people will keep circling around looking for parking elsewhere and cause more traffic.

VOTE OF ACCLAMATION TO PROVIDE INCENTIVES FOR PEOPLE TO COME TO THE EVENTS AND PARK IN CERTAIN PLACES

More Aggressive Requirements For Employee Transportation Plans

Jose Gonzalez said when development comes in for permits they conduct a traffic study, the transportation department reviews the study and they make certain recommendations and place some conditions. Many times they request the developer to create a transportation plan, how are the employees going to get to and from work. There is no requirement for that plan. There is nothing in place to enforce it. In order to move this initiative forward Jose Gonzalez and his team are recommending that the city commission consider an ordinance to formalize a transportation program which would have specific requirements for development applications for certain goals and some fines.

Kathie Brooks, Assistant City Manager said this is something they would need to work with the planning department on. They have already had preliminary discussions.

Commissioner Alemán asked if they can look at what the City of Del Ray has done with their ordinances. They are requiring in their new developments for their employees to have showers and similar facilities.

Vice-Mayor Steinberg said our peak traffic hours are morning rush hour and afternoon rush hour. For a hotel for instance she doesn't know what their normal shifts are. She asked if they vary.

Kathie Brooks, Assistant City Manager said the majority of the hotel working shifts are from 7am-3pm, 3pm-11pm, and 11pm-7am. They looked at shifting the hours, but there wasn't a very good solution found there. She asked if there is a desire to work more on this item. Commissioner Alemán said yes.

Vice-Mayor Steinberg said yes to work more with the planning department and think outside the box on this a little more.

DIRECTION: Work more with the planning department on this item.

Expanding Construction Parking Plan Requirements To Construction Transportation Plan Requirements

Commissioner Grieco said a lot of people don't know that we did this, every time there is a new construction project in excess of \$250,000 it requires that they submit a parking plan for the people working on the project. He said he thinks it's great.

VOTE OF ACCLAMATION TO DO AN ORDINANCE AMMENDMENT TO INCLUDE A TRANSPORTATION ELEMENT

Additional Dedicated Lanes For Transit Throughout The City of Miami Beach

Jose Gonzalez said the transportation master plan that the city commission adopted on April 13, 2016 has a lot of dedicated lanes included.

Kathie Brooks, Assistant City Manager said their recommendation was that they would look at that as the roadways would be improved over time.

NO ACTION TAKEN

Transportation of Public School Children Within 2-Mile Limit

Jose Gonzalez said they have updated information on this from the school board from the first time it went to print.

Commissioner Alemán said she and Leslie Rosenfeld, Chief Learning Development Officer reached out to the public schools to find out how many students are in attendance at the school and how many are in the 2-miles radius.

Leslie Rosenfeld, Chief Learning Development Office said that they are fact gathering. They have the numbers from the schools. The numbers fluctuate on a daily basis, but the numbers shown are what they are right now. She said she does have a meeting scheduled with Ms. Iraida Mendez- Cartaya later in the month depending on the will of the committee.

Commissioner Alemán said there are 4,000 students that are within 2 miles of their home school. They are being driven to school.

Kathie Brooks, Assistant City Manager said one of the things they suggest the committee to consider is for those that live within a half a mile, we should be encouraging those to walk or bike.

Commissioner Grieco asked if anyone on the committee really dislikes the idea. No one does.

Commission Malakoff asked if the schools do anything to try to encourage parents to carpool, or is it just up to the parents. If there is some way to encourage carpools that would reduce the numbers of cars.

Vice-Mayor Steinberg said she knows they discussed doing a survey to the parents to see what the likelihood of the service being utilized; maybe we should add a carpool component as well.

Commissioner Alemán said maybe just asking the question will encourage people to think about it.

Commissioner Grieco asked how long we need to do our diligence on this.

Kathie Brooks, Assistant City Manager said a couple of months because it takes a little while working through the schools.

Commissioner Grieco said to put this item on the July NCAC Meeting.

DIRECTION: Come back with the item to the July NCAC Meeting.

Removal Of Bump Outs To Facilitate Additional Turn Lanes

Jose Gonzalez said they are going to need a little more time to check where these are located because some have advantages.

Kathie Brooks, Assistant City Manager said if this will not have an impact, why look at them.

NO ACTION TAKEN

Intercept Tolls/Congestion Pricing On Causeways And Arterials Entering The City

Jose Gonzalez said this is something transportation is looking at for some of the projects, like the lightrail/street car project. There will need to be discussions with FDOT and the County.

Commissioner Alemán said when we talk about tolls on the causeways she worries about our businesses. She does not want people to use the City as a pass through

Kathie Brooks, Assistant City Manager said whatever we do; we would look at discount passes or annual passes.

Commissioner Grieco said his concern is the motivation to making money off of people, he does not want that. He doesn't want to give people another reason not to come to the City.

Vice-Mayor Steinberg said if we are going to look at it for those purposes for people not to cut through the City. The goal needs to be to make things easier for the residents in the City.

Jose Gonzalez said the goal is to manage congestion.

NO ACTION TAKEN

Slow Down In Development Permits

Commissioner Alemán said she thinks we addressed this earlier in the other item regarding permits.

NO ACTION TAKEN

Second Level/Reversible Lanes On Causeways

Jose Gonzalez said the transportation master plan identifies what we think are more

efficient and effective ways to move traffic through transit and enhance bus service with exclusive lanes.

Commissioner Alemán asked in the transportation master plan if we can accelerate the raised lane in the bus route. Kathie Brooks, Assistant City Manager said she doesn't think that will work and be so accelerated.

NO ACTION TAKEN

Reversible Lanes On Indian Creek/Abbott Avenue

Jose Gonzalez said they are not recommending reversible lanes within the City. They do recognize there are capacity issues in these arterials; right now the County and FDOT are jointly conducting a signal optimization process at their cost along these major corridors.

Vice-Mayor Steinberg asked when the study will be completed. Jose Gonzalez said next month.

DIRECTION: Vice-Mayor Steinberg requested for this item to come back next month.

Tunnel On Causeways

Jose Gonzalez said this is not something the transportation master plan considered. For now this is not in the City's plan, but maybe it is something the County would consider.

NO ACTION TAKEN

7. Discuss Having ADA Accessible Playground Components In All City Parks Commission Item R9G, April 13, 2016 (Sponsored by Vice-Mayor Steinberg)

John Rebar, Parks and Recreation Director

AFTER-ACTION

John Rebar, Parks and Recreation Director presented the item.

Vice-Mayor Steinberg said she thinks as a City that we can do more for our parks than just the requirements from the state and having more than just one component in our parks.

John Rebar said the department all agrees with this and they have already adopted that as they look at other playgrounds. Wherever it is feasible they will do as much as they can get done.

Commissioner Malakoff asked about the park on 53 street that will be getting some work done to it. John Rebar said it is the Beach view park. Commissioner Malakoff said it might be a perfect park to put the musical component.

Vice-Mayor Steinberg asked what the status of the Beach view park. John Rebar said he

doesn't have a timeline, but based on progress they can maybe work the musical notes in if not they may have to be put some place else.

Commissioner Alemán asked if Commissioner Malakoff would like the musical notes in the Beach view park in particular or if she would just like it in general. Commissioner Malakoff said since it happens to be right next door to the fire station, it would be a good place since the people near there don't want to hear the sounds of the engines.

NO ACTION TAKEN

8. Discussion Regarding I-95 Express Lane Access To The Julia Tuttle Causeway Commission Item R9P, April 13, 2016 (Sponsored by Commissioner Grieco)

Jose Gonzalez, Transportation Director

AFTER-ACTION

DIRECTION: Defer to the June NCAC Meeting.

9. Discussion On Encroachments In The Public Right-Of-Way Commission Item C4I, February 10, 2016

(Capital Improvement Projects)

David Martinez, Capital Improvement Projects Director Eric Carpenter, Assistant City Manager/Public Works Director

AFTER-ACTION

Eric Carpenter, Assistant City Manager/Public Works Director and David Martinez, Capital Improvement Projects Director presented the item. Eric Carpenter said they took the information that was given last month and they put together something to attempt to synthesize the information that was presented. He said they wanted to put it back in front of the committee to make sure they didn't forget anything, they would appreciate any feedback.

Eric Carpenter explained the FDOT guidance document that basically lays out based on the design speed of a particular roadway how much clear zone distance needed to accommodate what they feel is a reasonable recovery zone. Most of the streets in the City are 35 mph or less, if you are talking about a curb and gutter section you would be looking at a 4 foot clear zone from face of curb and if you were in a non-curb and gutter section you would be looking at a 6 foot on local roads, 10 feet on collectors, 14 on arterials. However, there is a provision on the 25 mph and below where it would be basically 6 feet. In regards to non-curb and gutter sections this basically fits to what is now out there in the City. There are some non-frangible impediments; it doesn't break away when a car hits it. All of the streets signs and fire hydrants are frangible and trees below a certain size are frangible. Eric Carpenter believes this is a fair approach to this.

Commissioner Malakoff said she is thinking about the islands in general and she believes none of them have sidewalks and most don't have curbs. She thinks 6 feet is too great of an area. She agrees if something is in the way it should be clear. In regards

to hedges and bushes that are within the 4 feet or 1 and a half feet she doesn't see a big problem with it. This is assuming the speed limit is 25 mph or below. Eric Carpenter said that he can't definitively say whether a hedge is frangible or non-frangible, it depends how thick the hedge is etc. He said they are trying to prevent cars from stopping suddenly if something is in the way. This is why they removed the boulders that were there before. Commissioner Malakoff said those were definitely not frangible. She believes if a car runs into a hedge it is a much softer landing than if a car runs into a light pole or fire hydrant.

Commissioner Grieco said he seems to recall that one of the things they didn't want was some city-wide one size fits all. Different neighborhoods look different. He asked how these other cities like Miami handle these issues. Eric Carpenter said he cannot speak about how the City of Miami handles the roads in the different parts of town. Commissioner Grieco confirmed that these were FDOT numbers that were being talked about. He would like to have Miami Beach numbers.

Commissioner Alemán said she does not have reservations about keeping the area around the infrastructure items are clear. She said to make sure the area around the fire hydrants is clear to make sure they can do their job.

David Martinez said right now all of the streets are being installed with valley gutters assuming we continue in that direction. This dimension is from the blacktop edge out, if you go 6 feet out, 2 feet is the edge of the valley gutter, so all that is left is 4 feet.

Eric Carpenter said the clear zone requirement is part and parcel with the line of sight issue. It is all grouped together into the safety guidelines that are set forth through all of the streets throughout the nation. He said his fear is that they are putting the City in a bad position if they don't follow the best practices when it comes to safety measures.

Peter Luria, resident spoke. He said his concern is that hedges that are taller than 3 feet are in front of lights and block the arc.

Helen Schwartz, resident spoke. She agrees with what the committee voted on.

Commissioner Alemán said that she remembers saying something about not wanting to make everyone equally miserable. She understands why the people are getting upset about curbs. She also doesn't want to push the professionals passed the point where they feel unsafe. If a 4 foot clear zone is something that will be safe, she said she would like to do that.

Commissioner Malakoff said she thinks they all agree that around corners the hedges need to be low in order to keep the corner clear. She asked if the valley gutter needs to be 2 feet. Eric Carpenter said the typical valley gutter is 2 feet, but they are looking at other options to see if the same concept can be accomplished. They have not settled on one that is a good solution yet, but they are getting close. Commissioner Malakoff said maybe they can compromise and do 2 feet for the valley gutter and another 2 and a half to 3 feet for the clear zone. Eric Carpenter said there is a solution to get to the 1 and a half feet, it just requires putting in a curb and gutter section which is inconsistent with the desires of the neighbors because they would like to have a swale that blends in with the asphalt.

Vice-Mayor Steinberg said she thinks they need to move this forward with some of the notes that were given today and take it to the full commission next month. She said between now and then please make it a point to sit down with each commissioner individually.

VOTE OF ACCLAMATION TO MOVE THE ITEM FORWARD WITHOUT RECOMMENDATION TO THE FULL COMMISSION

MONTHLY CRIME UPDATE

10. Monthly Crime Update

Commission Item R9D, April 13, 2011 (Sponsored by Commissioner Grieco)

Mark Causey, Police Major

AFTER-ACTION

Henry Doce, Police Captain presented the item. Henry Doce said in the last few weeks the department has made great strides especially on Ocean Drive. They have made 48 narcotic arrests, 22 of them were made on Ocean Drive. Robberies are also down; there were 11 robberies in the last 4 weeks on Ocean Drive. They have made a dent on robberies. Commissioner Grieco asked if when Henry Doce said Ocean Drive if that includes the sand. Henry Doce said yes. The amounts of victims are reduced. The amount of people going out onto the beach has reduced because of the gates put up.

Henry Doce said there were several arrests made in the last few weeks on Ocean Terrace. There was some narcotic activity. The crime suppression team that Henry Doce oversees in North Beach has been hitting that area hard. They put 3 of the major drug dealers out of business. Beach thefts have gone down.

They are preparing for Memorial Day weekend. They are expecting crowds and activity to increase during this holiday weekend. There are many agencies that are going to assist with the activities during the weekend. Henry Doce said license plate readers are in place for the weekend. DUI saturation is something new that the department is trying with the assistance of Miami Dade County DUI task force during the weekend. There is a DUI checkpoint on Thursday going outbound to Miami at night. Henry Doce said the department is going through sister communities to make sure the messaging is positive. They want people to understand to come out and have fun, but to please take care of the City. There will be informational tents along Lummus Park as usual. They are anticipating good crowds for the weekend and positive messaging. The people that are trying to come and take advantage of others will be targeted by the police.

Commissioner Malakoff said Henry Doce mentioned a lot of narcotics arrests in the entertainment district, she asked what he attributes to the arrests. Henry Doce said they have a task force that Captain Wayne Jones set up. Commissioner Malakoff asked if the task force can keep working since they are doing a good job. Henry Doce said they are going to reassess for Memorial Day Weekend. It has to be a surprise with the task and it does make an impact.

Commissioner Alemán said the one thing she was thinking about while listening to Henry Doce's report was what she saw on the news in the morning about the trafficking arrest that was made. She asked to hear an update about that and what we can do to help the problem. Henry Doce said that there are several vice teams on this and it is something continued to be looked at. Commissioner Alemán asked if Henry Doce sees a connection of activity with illegal short term rentals. Henry Doce said yes, absolutely. With the commission making changes to the fines, Henry Doce thinks a lot of people are taking notice and thinking differently about doing this activity in the future. Henry Doce said they will be working with Code Compliance on the short term rental problem.

Commissioner Malakoff said 60% of the short term rentals that are illegal in the City are doing it for business. She said she was not aware of this until she met with the hotel associations. They are people who have a new business with no BTR and they are not paying taxes to the City. She thinks there needs to be specific officers in Code Compliance that go to the violators weekly and see what they are doing. They are extremely impacting the hotel and hospitality industry. Henry Doce agreed. The community tells the police when something like this is going on. The police department partners with Code Compliance to aggressively take care of this.

Commissioner Malakoff said the public really needs to get involved in order to help stop the short term rentals.

Henry Doce said Julio Blanco brought one of these cases to light and the people were upset.

NO ACTION TAKEN

NEW BUSINESS

11. Discussion On Battle At The Beach

Commission Item C4M, May 11, 2016 (Sponsored by Commissioner Arriola)

Max Sklar, Director of Tourism, Culture, and Economic Development

AFTER-ACTION

DIRECTION: Defer to the June NCAC Meeting.

12. Discussion Regarding Incorporating Low Floor Trolleys To Specifically Improve Accessibility For Seniors And The Disabled

Commission Item C4N, May 11, 2016 (Sponsored by Vice-Mayor Steinberg)

Jose Gonzalez, Transportation Director

AFTER-ACTION

Jose Gonzalez, Transportation Director presented the item. Jose Gonzalez said at the Commission Meeting on Wednesday the South Beach trolley was discussed, the Commission directed him to move forward with a competitive procurement process to try

to negotiate a better price for low floor vehicles for the South Beach circulator. Jose Gonzalez said that there are a couple of choices; either incorporating low floor vehicles in to the fleet and that would apply to the Mid-Beach and North-Beach loop. Vice-Mayor Steinberg said this item is about looking about ways to incorporate this maybe not into the entire fleet, but for some of the vehicles because of cost. She wants to figure out a creative way to accomplish this in a few of the trolleys. She said she thinks it is worth exploring.

Jose Gonzalez said they would look into this option, but it is tough to meet the schedules and figure out where these trolleys are needed.

Helen Schwartz, resident spoke. She said that the trolleys pose a problem to many tourists and residents on Miami Beach. She presented a video that shows the difficulty of getting on the trolley in a wheelchair; the video was also shown at the Commission Meeting on Wednesday.

Jose Gonzalez said he will reach out to the trolley operator. He is being advised that the manufacturer of the hydraulic lift recommends that the passenger be oriented with the bars towards the inside of the vehicle so that it would be easier for the trolley driver to maneuver the wheelchair into the trolley.

Commission Grieco said the trolley vehicle is horrible. He said to find a better product.

Commissioner Grieco asked what the cost of a trolley is. Jose Gonzalez said roughly \$200,000. Commissioner Grieco said we can find the money for trolleys that are more accessible. He said that we owe it to the people City-wide.

Jose Gonzalez said another procurement bid will be going out for the low floor trolleys in the South Beach area. In Mid-Beach and North-Beach where we have already ordered trolley vehicles from the commission direction are in line to start the manufacturing process, but have not started to be manufactured yet. There would be some impacts to the contracts if we switched vehicles at this time.

Vice-Mayor Steinberg said this item needs to come back so it can be analyzed before it is too late. There is an opportunity now to look at the impacts.

Commissioner Malakoff said it is the lack of accessibility that is the problem. She said when it was first talked about ordering the trolleys for North-Beach, Jose Gonzalez did not advise the City buying the low floor trolleys because they were new and they had no warranty. She asked if the company can warrant that the trolleys will work. She asked if there are any other companies to talk to. Jose Gonzalez said he reached out to Hometown and tried to confirm whether or not other cities have the warranty on their trolleys.

Milos Majstorovic, Transportation Operations Supervisor, said the trolley vehicle that is being referred to that was first presented to the City Commission is the low floor trolley Hometown Trolley and was first produced in 2015. There were some problems with the warranty. Hometown is working on an agreement and there wouldn't be any warranty issues as they advised.

Commissioner Malakoff said to find out what impact would be made on the contracts

since the trolleys haven't been manufactured yet. Jose Gonzalez said that there have been payments made.

Kathie Brooks, Assistant City Manager said a concern with coming back next month is that the department is in the process of ordering for the Mid-Beach and the Collins Link, the hope was to have those rolled out by summer. The longer it takes to make this decision that service will be impacted. Commissioner Malakoff said if the financial impact is not great then she would like to go with the low floor trolleys. Commissioner Grieco asked how quickly the transportation department can come back with the financial impact information. Kathie Brooks, Assistant City Manager asked if this item can come straight back to the full Commission. Vice-Mayor Steinberg said yes because if it's a matter of the contract.

VOTE OF ACCALAMATION TO BE MOVED TO THE FULL COMMISSION

*Please note that the item below has been removed from the agenda.

Monthly Progress Reports For The Following Miami Beach Feeder Pattern

Schools: Feinberg Fisher; Biscayne Elementary; Treasure Island; And Nautilus

Middle School

Commission Item C4K, February 10, 2016

(Sponsored by Commissioner Grieco)

Leslie Rosenfeld, Chief Learning Development Officer

Meeting adjourned at 4:15 P.M.

JLM/KGB/MTG

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: JUNE 08, 2016

SUBJECT: REPORT OF THE FINANCE AND CITYWIDE

PROJECTS COMMITTEE (FINANCE) MEETING ON

MAY 20, 2016

The agenda is as follows:

OLD BUSINESS

1. Discussion Regarding whether or not to pursue food and beverage concessions for Soundscape Park, Collins Park, and the Miami Beach Botanical Garden (May 21, 2014 Commission Item C4C)(194)

ACTION

The Committee recommended moving forward with the Soundscape Park concession. Staff will take this item to the capital budget workshop to find funding for the costs outlined below:

Construction Costs

Item	Quantity	Unit	Un	it Cost 🔽	Est	imated Cost	Notes
Demolition, Clear and Grub	1700	SF	\$	8.50	\$	14,450.00	
Building Construction	1400	SF	\$	250.00	\$	350,000.00	Inclusive of MEP, finishes & toilets
Dumpster Enclosure/Can Wasl	n 100	SF	\$	140.00	\$	14,000.00	
Kitchen Equipment	1	LS	\$	30,000.00	\$	30,000.00	Concession Cooking Equipment
Hood and Exhaust	1	LS	\$	7,500.00	\$	7,500.00	Single hood with Ansul System
Grease Trap	1	LS	\$	7,500.00	\$	7,500.00	
Utilities, Water and Sewer	1	LS	\$	45,000.00	\$	45,000.00	
Fire Alarm	1	LS	\$	-	\$	-	Included in bldg construction
POS System	1	LS	\$	14,500.00	\$	14,500.00	(4) Stations
Seating Area	850	SF	\$	8.00	\$	6,800.00	Outdoor, uncovered seating
Furnishings	10	EA	\$	1,000.00	\$	10,000.00	
Landscaping	1	L\$	\$	65,000.00	\$	65,000.00	

Sub-total	\$ 564,750.00

Project Soft Costs

Item				
Design Fees	9 %	\$	49,600.00	
Construction Administration	4.5 %	\$	24,800.00	
Surveying	1.5 %	\$	8,300.00	
Testing and Inspections	2 %	\$	11,100.00	
Building Permits	3 %	\$	16,600.00	
Project Contingency	15 %	\$	82,600.00	
CIP Project Fee	6.5 %	\$	48,400.00	

Sub-total	\$ 247,600.00

Project Order of Magnitude Estimate \$ 812,350.00

Assumptions

No additional site work such as fencing, pathways, etc... Connect to existing utilities

No upgrades to utilities included

Landscaping assumes connection to existing irrigation

Kitchen equipment for Concession cooking

The Committee recommended staff reach out to the Bass Museum staff to collaborate on creating concessions at Collins Park and bring this item back to Finance.

The Committee recommended staff reach out to the Miami Beach Botanical Garden on their expansion plan and bring this item back to Finance.

2. Discussion Regarding Implementing An Open Data Policy (March 9, 2016 Commission Item C4E) (293)

ACTION

The Committee recommended staff move forward with preparing an open data plan that can be proposed in the City Manager's budget. The plan is to include a governance process, facilitation of sign offs and community feedback. Staff is to bring this item back to Finance with the proposed plan.

3. Discussion Regarding The Creation Of The Ocean Court Green Alley Española Way (East) Green Alley (February 24, 2016 Commission Item R9B) (296)

ACTION

The Committee recommended moving forward with the revised term sheet and authorized negotiations to begin with the developer for the final development agreement which will be presented to the City Commission.

NEW BUSINESS

4. Discussion Regarding Miami New Drama Becoming The Resident Theater And Venue Manager For The Colony Theater As A Pilot Program (April 13, 2016 Commission Item C4M)(299)

ACTION

The Committee recommended that staff negotiate terms with Miami New Theater staff and bring this item back to Finance.

Negotiations are to include the management of the Colony Theater being transferred to the Miami New Theater as an 18 month "pilot program." Miami New Theater will act as the resident professional theater company, producing its own shows while continuing to make the theater available to its nonprofit users, benefitting residents and visitors while also promoting Miami Beach as an international cultural destination.

Miami New Drama will also negotiate a budget to include an operating subsidy from the City to give them the greatest chance for success and to help ensure the theater is a success.

5. Discussion Regarding A Competition Swimming Pool (April 27, 2016 Commission Item R9E)(303)

ACTION

The Committee recommended staff continue to study the numbers, research swimming pool options with master planners and bring this item back to Finance.

6. Discussion Regarding a Resolution Approving the Purchase of Flood Insurance, All-Risk Property Insurance, Including Windstorm, Boiler & Machinery Insurance for City Buildings and Contents (Including New Construction); And Fine Arts Insurance (Bass Museum), As Proposed by Arthur J. Gallagher Risk Management Services, Inc., The City's Broker of Records (May 28, 2014 Commission Item R7E)(304)

<u>ACTION</u>

The Committee recommended based on the response that the City has received from the State of Florida, and in recognition of the recommendation made by the Finance Committee in August 2014, to continue purchasing additional Named Windstorm limits (if available and within budget). The Administration is recommending the selection of Option II. This option includes an increase in the Named Windstorm insurance limit by \$5 million to obtain a total of \$25 million in Named Windstorm coverage. The AOP limit will be \$100 million, until the Miami Beach Convention Center returns to the Master Property Insurance Program in 2018.

The estimated renewal premium for property, boiler and machinery, and fine arts

coverage is \$1,874,621. The City will continue to explore the other coverage options (e.g. Cyber Risk, Crime expansion) and report back to Finance when the pricing is available.

7. Discussion Regarding A New Lease Agreement, Between The City Of Miami Beach And South Florida Seniors In Action, Inc., At Southshore Community Center, 833 6th Street, Miami Beach, Florida (Item Placed on Agenda by Max Sklar TCD & Economic Development Director)(305)

ACTION

The Committee recommended staff move forward in executing a new lease agreement with South Florida Seniors in Action, Inc. ("SFSIA") for 142 square feet of office space on the ground floor and Lighthouse Church of Miami Beach, Inc. ("LCOMB") for 82 square feet of interior storage space on the ground floor.

The proposed basic terms and conditions of the new leases are as follows:

Term: Thirty-nine (39) months commencing July 1, 2016 and

ending September 30, 2019. (This is coterminous with all

the other agreements at the Center).

Base Rental Rate: \$1.20 annually

Lease Basis: Triple Net - Tenant shall pay its proportionate share of the

operating expenses which are currently estimated at \$11.06 per square foot. (SFSIA = \$130.88 monthly;

LCOMB = \$75.58 monthly)

Construction Allowance: Tenant shall accept the Premises in "as-is" condition.

8. Discussion To Work With Miami-Dade County Public Schools (MDCPS) To Assess The Viability And Interest In A City Of Miami Beach School Bus Service Within The 2-Mile Boundary Of School Bus Service Provided By MDCPS (May 11, 2016 Commission Item C4K)(309)

ACTION

Item deferred.

SUPPLEMENTAL ITEM

 Discussion Regarding The Vacation Of A Portion Of The Alley Between Alton Road And West Avenue, Just South Of 17th Street – As Part Of A Proposed Mixed Use Project That Will Include Residential, Retail And Structured Parking, Including Public Parking (September 2, 2015 Commission Item C4I)(292)

Page **5** of **5**

<u>ACTION</u>

Item deferred.

10. Discussion Regarding 300 Alton Road (May 11, 2016 Commission Item C4D)(307)

ACTION

Item deferred.

11. Discussion To Consider Adopting The Disability Access Committee's Request For The City To Support Power Access Inc. For Disability Awareness Events (April 13, 2016 Commission Item R9S)(301)

ACTION

The Committee recommended granting \$13,000 which covers the \$10,000 in fees and a waiver of the special event permit fees in the amount of \$3,000 of the \$5,000 total amount with hopes that the other \$10,000 will come from the Culture Arts Council for a total \$23,000. The remaining \$2,000 is the security deposit that will not be waived. Staff will provide the funding source when the item is brought before the Commission.

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OFFICE OF THE CITY MANAGER

COMMITTEE MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: MEETING OF THE SUSTAINABILITY AND RESILIENCY COMMITTEE (SRC) ON WEDNESDAY, MAY 18, 2016

A meeting of the Sustainability and Resiliency Committee was held on Wednesday, May 18, 2016 in the Commission Chambers, 3rd Floor of City Hall. Commissioners in attendance: Commissioner Micky Steinberg, Commissioner Ricky Arriola, Commissioner Joy Malakoff, Commissioner Kristen Rosen-Gonzalez and Commissioner John Elizabeth Aleman. Members of the administration and the public were also in attendance.

Meeting was called to order at: 1:03 PM

The agenda for the meeting is as follows:

1. Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise - Update

AFTER-ACTION:

Scott Robins, Chairman presented the item. He provided a brief update and overview of the many successes that the blue ribbon panel has accomplished. He added that resiliency is an element that the panel will continue to integrate into current and all future projects.

Susanne Torriente, Assistant City Manager explained that a work plan has been developed for the panel. In addition to the installation of the pumps, this plan will include revising building codes, revising the public works manual, and conducting a vulnerability assessment to help the decision making process. The work plan will be shared with the committee once it is solidified.

ACTION: No further action taken.

2. Sustainability Committee - Update

AFTER-ACTION:

Elizabeth Wheaton, Environment and Sustainability Director presented this item on behalf of Dave Doebler, Committee Chairman. She provided an update of the last Sustainability Committee meeting.

Commissioner Malakoff inquired about planning another tree giveaway event in the future. Ms. Wheaton explained that another event will be held in the fall after hurricane season is over.

ACTION: No further action taken.

3. Resiliency Strategy - Update

AFTER-ACTION:

Susanne Torriente, Assistant City Manager/ Chief Resiliency Officer presented this item. She explained that the resiliency strategy is still in process which includes assessing 58 components within City operations. Ms. Torriente announced that the greenhouse gas inventory has been completed and that it is now in the quality assurance phase. The administration will present the findings as well as goals based at the next Sustainability and Resiliency Committee.

Commission Steinberg added that the idling policy which falls under the resiliency strategy will also be discussed at the next meeting.

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee.

4. Discussion on Prohibiting Contractors From Using Roundup And Other Chemicals Labeled As Carcinogens In Public Spaces.

Commission Item C4E, February 10, 2016 (Requested by Commissioner Ricky Arriola)

AFTER-ACTION:

Commissioner Arriola presented this item and explained that the outcome should be to adopt a policy that promotes best practices within landscaping. He added that the administration is using the City of Sarasota as a model.

Rodney Knowles, Greenspace Division Director explained that his division has been working with the City Attorney's Office in order to formalize practices that both Greenspace and the Parks and Recreation department have in place. These practices will minimize and/or prevent the amount of chemicals that are used within the City's natural environment. He added that contracts with landscaping companies will also reflect the same practices. Mr. Knowles explained that his team is reassessing certain areas and removing unnecessary material to help increase tree canopy and encourage the growth of native plants. Mr. Knowles stated that staff also reviews landscaping components within plans during the planning phase of a project.

Commissioner Steinberg suggested providing educational material to the public to inform residents of what native plants are and what they look like. She added that this could possibly be incorporated in MB Magazine or at the Miami Beach Botanical Garden.

Commissioner Aleman inquired as to whether it is feasible to include landscaping elements within the green procurement policies that are being developed.

ACTION: Provide Committee members a copy of draft Integrated Pest Management (IPM) Policy for further discussion at the next Sustainability and Resiliency Committee.

5. Discussion on the Elimination And/Or Phasing Out Of Gas-Powered Leaf Blowers.

Commission Item C4F, February 10, 2016 (Requested by Commissioner Michael Grieco)

AFTER-ACTION:

Eric Carpenter, Assistant City Manager presented the item. He explained that staff has been piloting the electric leaf blower and battery pack. Mr. Knowles added in terms of battery power, the electric leaf blower is meeting their needs and is actually lighter to carry. He clarified that the pilot area was relatively small. Mr. Knowles explained that noise wise, it was not much quieter than the gas powered blower. Alvaro Rueda, Sanitation Supervisor for the South Residential Area explained that his staff tested the electric blower the previous week. Mr. Rueda stated that while there are some benefits to the electric blower, he explained that the battery only lasted approximately 65 minutes.

Commissioner Rosen-Gonzalez inquired about the possibility of buying additional batteries. Mr. Carpenter clarified that the electric blower is advertised as having the capability to last approximately 4 hours. He stated that additional research needs to be conducted.

Commissioner Steinberg asked that staff continue testing the products, utilizing another brand of battery and return the following month with an update.

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee.

6. Discussion the Seabin Project As An Option To Reduce Litter In The City's Waterways. Commission Item C4G, March 09, 2016 (Requested by Commissioner John Elizabeth Aleman)

AFTER-ACTION:

Commissioner Aleman presented the item. She explained that Seabin product is used to collect solid and liquid waste in the marinas. Ms. Wheaton added that staff is currently waiting on a response from the creators of the project in order to begin a pilot program. She also stated that the Miami Dade Public Schools System is interested in being a part of the pilot program.

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee

7. Discussion to Draft a Resolution Asking Miami-Dade To Ban Flubendiamide Within Its Agricultural Industry.

Commission Item C4G, April 13, 2016 (Requested by Commissioner Ricky Arriola)

AFTER-ACTION:

Commissioner Arriola presented the item. He explained that there are some legal obstacles to accomplish this resolution but the idea is to ask the county to consider a ban on this chemical.

Debora Turner, First Assistant City Attorney added that the state statute preempts any municipality including Miami-Dade County from regulating Flubendiamide. She suggested that a resolution be drafted urging the county to ask businesses to voluntarily not use it. Mrs. Turner added that another option would be to add the item on our legislative priorities list. Any other resolution created would only be voluntary.

ACTION: No further action taken.

8. Discussion Regarding How Green infrastructure Including Living Or Hybrid Shorelines Can Complement Grey infrastructure In Our Climate Adaptation On Going Work.

Commission Item C4N, April 13, 2016 (Requested by Commissioner Micky Steinberg)

AFTER-ACTION:

Margarita Wells, Environmental Resources Manager presented the item. She explained that living shorelines have added benefits such as creation of habitat and improving water quality. Mrs. Wells clarified that samples of living shorelines include mangrove wetlands and oyster beds. She stated that the first step in order to make these options possible would be to update the public works manual. The update will include language that will allow projects pertaining to a seawall to be assessed on their potential to incorporate a living seawall. Another aspect to this initiative would require developing sections for each individual living shoreline to serve as a guideline on how each one can be incorporated.

Ms. Wheaton explained that there are two existing projects in the City where living shoreline elements will be integrated. She added that the blue ribbon panel discussed permitting constraints when dealing with living shorelines and that the regulatory structure needs to be

234

changed to allow for more of these types of projects.

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee.

9. Discussion Regarding the Creation Of Voluntary Smoke Free Zones/Block On The Beach Sand.

Commission Item R9Y, April 13, 2016 (Requested by Commissioner Michael Grieco)

AFTER-ACTION:

Elizabeth Wheaton, Environment and Sustainability Director presented the item. She explained that the state preempts the City from creating areas that prohibit smoking. She clarified that the concept of this program is to establish a voluntary smoke free area. The southern end of Lummus Park was proposed as a potential pilot area. Education and outreach will be conducted to inform the public. Boucher Brother's will inform the City of the success of the pilot program.

Commissioner Arriola suggested that the administration report the outcome of the program in three months.

Members of the public addressed the committee.

MOTION: Establish a Voluntary Smoke Free Zone pilot program in the areas identified in the Southern areas of Lummus Park. Motion made by Commissioner Arriola, Seconded by Commissioner Rosen-Gonzalez.

10. Discussion Regarding The Securing And Storage Of Commercial Dumpsters.

Commission Item C4A, May 11, 2016 (Requested by Commissioner Michael Grieco)

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee.

11. Discussion To Consider Establishing A City Sustainable Procurement Policy.

Commission Item C4J, May 11, 2016 (Requested by Commissioner John Elizabeth Aleman)

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee.

12. Discussion on Charging a 5¢ Fee on Plastic Bags Similar To That Approved By The New York City Council.

Commission Item C4P, April 13, 2016 (Requested by Commissioner Kristen Rosen-Gonzalez)

ACTION: Continued to June 15, 2016 Sustainability and Resiliency Committee.

Meeting Adjourned at 2:06 PM

JLM/SMT/ESW/YP

C7 RESOLUTIONS

Condensed Title:

A Resolution authorizing the City Manager or his designee to apply for and accept two (2) grants and execute an interlocal agreement and an annual affidavit for Miami-Dade County parking fines funds.

Key Intended Outcome Supported:

1) N/A; 2) Achieve educational (K-12) excellence; 3)Ensure comprehensive mobility addressing all modes throughout the City.

Supporting Data: 2014 Community Satisfaction Survey/Other data:

1)N/A; 2) Students who regularly attended high-quality after school/mentoring programs over two years demonstrated gains of up to 20 percentiles in standardized math test scores compared to their peers who were routinely unsupervised during the afterschool hours (Policy Studies Associates, 2007); and, 3) When asked how to improve the quality of life in Miami Beach' "Improving traffic" was the number one solution.

Item Summary/Recommendation:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the city manager, or his designee, to apply for, accept, and appropriate funding (including matching funds and any related city expenses), and execute any and all documents or agreements in connection with the following grants and funding requests: 1) Execute an Interlocal Agreement and Annual Affidavit with Miami-Dade County for the FY 2015/16 Municipal Parking Fines Reimbursement Program, in the Approximate Amount of \$50,000 to Improve Accessibility and Equal Opportunity to Qualified Persons Who Have Disabilities; 2) Application to the Children's Trust for funding in the approximate amount of \$10,000 for the City's Family Service Day; and 3) Application to the US Department of Transportation, Sun Trail Program, for funding in an estimated amount of \$13 million over five State Fiscal Years (SFY) From SFY 2017/18 – SFY 2021/22.

Financial Information:

ource f inds	#	Grant Name/Project	Approx. Award	Approximate Match Amount/Source
	1	Miami-Dade County/Accessibility and Equal Opportunity to Qualified Persons Who Have Disabilities	\$50,000	N/A
	2	Children's Trust Community Outreach Activites Program/Family Service Day	\$10,000	N/A
	3	Florida Shared-Use Nonmotorized (SUN) Trail Network/Atlantic Greenway	\$13 million	N/A

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Officer, Office of Budget and Performance Improvement

Sign-Offs:

Department Director Assistant City Manager City Manager

MIAMIBEACH

AGENDA TEM C7A
DATE 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Con mission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPLY FOR, ACCEPT, AND APPROPRIATE FUNDING (INCLUDING MATCHING FUNDS AND ANY RELATED CITY EXPENSES), AND EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE FOLLOWING GRANTS AND FUNDING REQUESTS: 1) EXECUTE AN INTERLOCAL AGREEMENT AND AN ANNUAL AFFIDAVIT WITH MIAMI-DADE COUNTY FOR THE FY 2015/16 MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM. IN THE APPROXIMATE AMOUNT OF \$50,000 TO IMPROVE ACCESSIBILITY AND EQUAL OPPORTUNITY TO QUALIFIED PERSONS WHO HAVE DISABILITIES; 2) CHILDREN'S TRUST, COMMUNITIES OUTREACH **ACTIVITIES PROGRAM IN THE APPROXIMATE AMOUNT OF \$10,000 FOR** THE CITY'S FAMILY SERVICE DAY; AND, 3) US DEPARTMENT OF TRANSPORTATION, FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK, FOR FUNDING IN AN ESTIMATED AMOUNT OF \$13 MILLION OVER FIVE STATE FISCAL YEARS (SFY) FROM SFY 2017/18 -SFY 2021/22

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to execute an Interlocal Agreement and Annual Affidavit with Miami-Dade County for the FY 2014/15 Municipal Parking Fines Reimbursement Program, in the approximate amount of \$50,000, to improve accessibility and equal opportunity to qualified persons who have disabilities.

Each year the City participates in Miami-Dade County's Parking Fines Reimbursement Program. The Program is based on Section 316.008, Florida Statutes, and Section 30-447 of the Code of Miami-Dade County, which authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities. The City has entered into an interlocal agreement with Miami-Dade County for the distribution of these funds. The agreement requires that the City annually submit an affidavit sworn by the Chief Administrative Officer that expenditures will meet the program criteria.

The Affidavit stipulates that municipal parking fines funds shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

Miami-Dade County only provides an estimate of the amount of funding that the City may receive. The final funding amount is contingent on the number of other cities that submit affidavits for parking fine funds. As such, \$50,000 is an approximate amount of reimbursement. The Administration requests approval to execute the Affidavit for Fiscal Year 2015/16 Parking Fines funds. This project does not require matching funds

2. Approval to submit an application to the Children's Trust for funding in the approximate amount of \$10,000 for the City's Family Service Day

The Children's Trust provides funding for community outreach activities, which are event sponsorships, affiliations and/or funding of events that support the mission and values of The Children's Trust. Such activities help educate the community about funded programs and initiatives of The Children's Trust, create community support for The Trust's mission and serve to develop awareness and active advocacy for prevention services. They also support events that generate additional revenue for The Trust to utilize as it pursues the goal of serving all children in the most efficient and effective manner.

The Administration intends to apply for funding in the approximate amount of \$10,000 for Family Service Day, which is an initiative of the Miami Beach Service Partnership. The goal of this event is to engage the community's stakeholders in projects, which enhance the community's natural and capital resources, and to inform community members of the free services that are available to them.

Funds are to be utilized towards the necessary materials and resources for improvement projects including dune restoration and beach clean-up, graffiti removal, intergenerational recreation projects (youth teaming up with seniors), cleanliness and litter abatement efforts in North Shore Open Space Park, community beautification plantings. In addition, it will assist in promoting the following: child safety/injury prevention; early learning; literacy promotion; positive parenting and youth development; mentoring; mental health; arts education; violence prevention. This grant does not require matching funds and supports the key intended outcome to achieve K-12 excellence.

 Submit an application to the US Department of Transportation, Florida Shared-Use Nonmotorized (SUN) Trail Network Program, for funding in an estimated amount of \$13 million over five State Fiscal Years (SFY) From SFY 2017/18 – SFY 2021/22

The Florida Shared-Use Nonmotorized (SUN) Trail Network is authorized under 339.81, F.S. The Florida Department of Transportation (FDOT) is directed to make use of its expertise in efficiently providing transportation projects to develop a statewide system of paved non-motorized trails as a component of the Florida Greenways and Trails System, which is planned by the Florida Department of Environmental Protection.

The City intends to apply for funding for construction of the Miami Beach Atlantic Trail Segment of the East Coast Greenway Corridor. The Administration intends to focus the funding on the Middle Beach Recreational Corridor. The project meets the Sun Trail Program's eligibility criteria: 1) It is a paved component of the Sun Trail network; 2) It is identified as a priority of the Miami-Dade County Metropolitan Planning Organization (MPO); 3) the City hereby formally commits to the operation and maintenance of the project; and, 4) the project is consistent with the city's comprehensive plan.

The Middle Beach Recreational Corridor portion from 47-53rd Street is currently in design. The estimated cost of the project is \$13 million. This grant does not require matching funds and the project supports the key intended outcome to ensure comprehensive mobility addressing all modes throughout the city.

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the city manager, or his designee, to apply for, accept, and appropriate funding (including matching funds and any related city expenses), and execute any and all documents or agreements in connection with the following grants and funding requests: 1) Execute an Interlocal Agreement and Annual Affidavit with Miami-Dade County for the FY 2015/16 Municipal Parking Fines Reimbursement Program, in the Approximate Amount of \$50,000 to Improve Accessibility and Equal Opportunity to Qualified Persons Who Have Disabilities; 2) Submit an application to the Children's Trust for funding in the approximate amount of \$10,000 for the City's Family Service Day; and, 3) Submit an application to the US Department of Transportation, Sun Trail Program, for funding in an estimated amount of \$13 million over five State Fiscal Years (SFY) From SFY 2017/18 – SFY 2021/22.

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RESOLUTION TO BE SUBMITTED

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Rafael E. Granado, City Clerk

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER MICHAEL GRIECO, **GROUP II, AS VICE-MAYOR, FOR A TERM COMMENCING ON JULY 1, 2016 AND TERMINATING ON OCTOBER 31, 2016.**

ANALYSIS

The City Commission has established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number in the following sequence, Group I, II, III, IV, V and VI.

Based on this direction, the next Vice-Mayor Group is Group II. The term for the next Vice-Mayor is July 1, 2016 through October 31, 2016. Commissioner Michael Grieco is next in the rotation to serve as Vice-Mayor.

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER MICHAEL GRIECO, GROUP II, AS VICE-MAYOR, FOR A TERM COMMENCING ON JULY 1, 2016 AND TERMINATING ON OCTOBER 31, 2016.

WHEREAS, the Mayor and City Commission established a policy of rotating the position of Vice-Mayor every four months, and the next Vice-Mayor Group is Group II; and

WHEREAS, the term for the next Vice-Mayor is July 1, 2016 through October 31, 2016, and Commissioner Michael Grieco is next in the rotation to serve as Vice-Mayor.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, Commissioner Michael Grieco is hereby elected as Vice-Mayor, for a term commencing on July 1, 2016 and terminating on October 31, 2016.

PASSED and ADOPTED THIS 8th day of June 2016.

ATTEST:		
	PHILIP LEVINE MAYOR	
RAFAEL E. GRANADO CITY CLERK		

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The Mayor And City Clerk To Execute A Settlement Agreement And Mutual Release Between The City Of Miami Beach (City) And Trans Florida Development Corporation, In The Amount Of \$482,748 To Settle All Outstanding Claims Pertaining To The Right Of Way Infrastructure Improvement Program, Neighborhood No. 12/D/E/F, South Pointe Phases III, IV And V; Funding For The Final Payment To The Contractor Is Available From The Project Budget.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc: The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:

Pursuant to Invitation to Bid (ITB) 17-09/10, on July 14, 2010, the City awarded a Contract to Trans Florida Development Corporation (Contractor) for the construction of the City of Miami Beach Right-of-Way Infrastructure Improvement Program Neighborhood No. 12, South Pointe Phases III, IV and V, Project in the amount of \$9,950,715.92. On November 29, 2010, the Contractor was issued the second Notice to Proceed (NTP 2) to commence construction. With approved Contract Time Extensions, the project was scheduled to be substantially completed on June 28, 2013.

The Project limits in general are bounded by Washington Avenue, 5th Street, Ocean Drive, South Pointe Drive, and Alton Road. The Project Scope of Work included, the construction of twenty-three (23) gravity fed storm water discharge wells, the installation of a storm water pump station, water distribution system upgrades, roadway reconstruction, milling and resurfacing, new sidewalks, curb and gutter, landscaping, irrigation, brick paver crosswalks, signage, pavement markings and pedestrian lighting.

During the course of the Project, the Contractor experienced a number of delays.

On February 8, 2016, the City received a Claim from the Contractor in the total amount of \$2,338,553.60, seeking compensation that it claimed was owed by the City for retainage, work performed not yet paid, extended general conditions and delays as outlined in the attached Exhibit A. The majority of the Contractor's Claim is related to delays due to no fault of their own and additional owner requested scope of work which extended the Contract Time without Compensation for General conditions.

Pursuant to staff evaluation of the Trans Florida's Claim outlined in the attached Exhibit B, the following determination was made:

Item No. 1- Contract Work Yet to be Paid - The City has already paid the Contractor for Items 1A - Retainage Withheld and amounts due for 1B, coconut palms and pigeon plum trees.

Item No. 2 - Repair of Commerce Court - The amount claimed for the repair of Commerce Court could not be substantiated, therefore claim was denied.

Item No. 3- Extended Costs - Trans Florida's Claim sought the total amount of \$353,595.79, of this amount, \$67,747.65, will be paid as part of the negotiated settlement.

Item No. 4 - Excusable Delays Pursuant to Article 41 of the Contract - Trans Florida's claim sought \$1,115,000; of this amount, \$415,000, will be paid as part of the negotiated settlement of the construction contract.

Item No. 5 - Additional Cost for LED Lighting - The amount claimed for additional cost for LED lighting could not be substantiated, therefore claim was denied.

Following good faith negotiations between the City and the Contractor regarding the Contractor's Claim in the amount of \$2,338,553.60 and based on the information provided staff recommends a settlement in the amount of \$482,748, comprised of \$67,747.65 for Extended Costs and \$415,000, for Compensable Excusable Delays pursuant to Article 41 of the Contract. The attached Settlement Agreement (Exhibit C) is intended as a compromise of all claims and disputes raised by the Contractor pertaining to the Project.

In order to expedite the completion of the Project, it was in the best interest of the City to remove certain scope of work from the Contract and perform the work utilizing other contractors. A deductive change order in the amount of \$1,028,610.67 will be executed for work not performed by Trans Florida and to close out the Contract. The total amount remaining in Trans Florida's Purchase Order is \$1,511,358.67. The negotiated settlement amount of \$482,748.00 will be paid from the balance remaining in the Purchase Order. The final contract amount with Trans Florida Contract including Settlement amount is \$11,034,180.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Source of J///		Amount	Account
Funds:	1.	\$482,748	389-2333-069357 South Pointe Capital - PO # 014 250
OBPI //	Total	\$482,748	Total
Financial (mpact S	Summary:		

City Clerk's Office Legislative Tracking:

Sign-Offs:			Λ
Department Director	Assistant City Manager	City M	anager
DM_XM	ETC_5.C_	JLM_	
		7.1	

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF MIAMI BEACH (CITY) AND TRANS FLORIDA DEVELOPMENT CORPORATION, IN THE AMOUNT OF \$482,748 TO SETTLE ALL OUTSTANDING CLAIMS PERTAINING TO THE RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM, NEIGHBORHOOD NO. 12/D/E/F, SOUTH POINTE PHASES III, IV AND V: FUNDING FOR THE FINAL PAYMENT TO THE CONTRACTOR IS AVAILABLE FROM THE PROJECT BUDGET.

<u>ADMINISTRATION RECOMMENDATION</u>

Adopt the Resolution.

KEY INTENDED OUTCOME

Build and maintain priority infrastructure with full accountability.

FUNDING

\$482,748

South Pointe Capital

BACKGROUND

Pursuant to Invitation to Bid (ITB) 17-09/10, on July 14, 2010, the City awarded a Contract to Trans Florida Development Corporation (Contractor) for the construction of the City of Miami Beach Right-of-Way Infrastructure Improvement Program Neighborhood No. 12, South Pointe Phases III, IV and V, Project in the amount of \$9,950,715.92. On November 29, 2010, the Contractor was issued the second Notice to Proceed (NTP 2) to commence construction. With approved Contract Time Extensions, the project was scheduled to be substantially completed on June 28, 2013.

The Project limits in general are bounded by Washington Avenue, 5th Street, Ocean Drive, South Pointe Drive, and Alton Road. The Project Scope of Work included, the construction of twenty-three (23) gravity fed storm water discharge wells, the installation of a storm water pump station, water distribution system upgrades, roadway reconstruction, milling and resurfacing, new sidewalks, curb and gutter, landscaping, irrigation, brick paver crosswalks, signage, pavement markings and pedestrian lighting.

During the course of the Project, the Contractor experienced a number of delays, including the construction of the Miami-Dade County Emergency 60-inch Force Main Project, which commenced in September 2012, and continued through April 2013. Trans Florida was required to suspend construction activities along Washington Avenue, Commerce Street and Alton Road to allow the force main work to proceed. Following the force main installation, Trans Florida's storm water drainage system and pump station had to be repaired, cleaned, and re-tested for a second time prior to City's acceptance.

Other delays which impacted the Contractor, included, the City's request to change from the approved and permitted solar powered irrigation system design, to a hardwired irrigation controller for better performance and reliability. The coordination efforts for the design and pricing of such a system took longer than expected. The Contractor was directed to place the system on temporary battery operated timers to preserve and maintain the landscape material until the new system could be redesigned. Substantial scope of work changes and additional work were awarded to the Contractor including, the addition of storm water structures, pump station relocation, removal of a portion of and decommissioning of a large drainage box culvert along Jefferson Avenue, additional roadway reconstruction, additional landscape and irrigation.

On February 8, 2016, the City received a Claim from the Contractor in the total amount of \$2,338,553.60, seeking compensation that it claimed was owed by the City for retainage, work performed not yet paid, extended general conditions and delays as outlined in the attached Exhibit A. The majority of the Contractor's Claim is related to delays due to no fault of their own and additional owner requested scope of work which extended the Contract Time without Compensation for General conditions.

ANALYSIS

Pursuant to staff evaluation of the Trans Florida's Claim outlined in the attached Exhibit B, the following determination was made.

Claim Item No. 1- Contract Work Yet to be Paid;

The City has already paid the Contractor for Items 1A - Retainage Withheld and amounts due for 1B, coconut palms and pigeon plum trees.

Item No. 2 - Repair of Commerce Court

The amount claimed for the repair of Commerce Court could not be substantiated, therefore claim was denied.

Item No. 3- Extended Costs

Trans Florida's Claim sought the total amount of \$353,595.79, of this amount, \$67,747.65, will be paid as part of the negotiated settlement.

Item No. 4 - Excusable Delays Pursuant to Article 41 of the Contract

Trans Florida's claim sought \$1,115,000; of this amount, **\$415,000**, will be paid as part of the negotiated settlement of the construction contract.

Article 41 states that the Contractor shall be compensated when the delay that extends the Contract Time is caused by circumstances beyond the control of the Contractor, and as set forth in the Contract, the City and Contractor agreed that indirect costs recoverable by the Contractor would be liquidated in the amount of One Thousand Dollars (\$1,000) per calendar day that the Contractor was delayed due to a Compensable Excusable Delay.

As part of the Settlement Agreement, the City negotiated with Trans Florida for Excusable Compensable Delays the amount of \$415,000, which accounts for the four hundred fifteen (415) calendar days of impact to the Project schedule. The impact is from the Substantial Completion date of June 28, 2013 to the actual Substantial completion date of August 17, 2014, certified by the Engineer of Record.

Item No. 5 - Additional Cost for LED Lighting

The amount claimed for additional cost for LED lighting could not be substantiated, therefore claim was denied.

SUMMARY:

Following good faith negotiations between the City and the Contractor regarding the Contractor's Claim in the amount of \$2,338,553.60 and based on the information provided staff recommends a settlement in

City Commission Memorandum – Trans Florida Settlement Agreement June 8, 2016 Page 3 of 3

the amount of \$482,748, comprised of \$67,747.65 for Extended Costs and \$415,000, for Compensable Excusable Delays pursuant to Article 41 of the Contract. The attached Settlement Agreement (Exhibit C) is intended as a compromise of all claims and disputes raised by the Contractor pertaining to the Project.

In order to expedite the completion of the Project, it was in the best interest of the City to remove certain scope of work from the Contract and perform the work utilizing other contractors. A deductive change order in the amount of \$1,028,610.67 will be executed for work not performed by Trans Florida and to close out the Contract. The total amount remaining in Trans Florida's Purchase Order is \$1,511,358.67. The negotiated settlement amount of \$482,748.00 will be paid from the balance remaining in the Purchase Order. The final contract amount with Trans Florida Contract including Settlement amount is \$11,034,180.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments:

Exhibit A – Trans Florida's Claim Exhibit B – Claim Staff Evaluation Exhibit C – Settlement Agreement

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TRANS FLORIDA DEVELOPMENT CORP.

General Engineering Contractor

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Contract Work Yet To Be Paid	
A. Retainage Held to Date	\$ 495,905.21
B. Installed Coconut Palms installed since July of 2013, 133 and 27 that were picked by COMB consultant and delivered that were stopped from installing and 97 pigeon Plums installed.	\$ 174,717.60
Total Value of Contract Work Completed To Be Paid	\$ 670,622.81
Tab 2	
Change Order For Repair of Commerce Court	
Repair of Commerce Court roadway due to PW fire line installation	\$15,000.00
Tab 3	
Extended Costs	
Staging Yard Due to Extended Time (11mths)	\$ 31,900.00
Field Office Due to Extended Time (11mths)	\$ 45,100.00
General Conditions Due to Extended Time (11mths)	\$ 238,051.00
Survey and Layout Site Controls Extended Time (5 MThs)	\$ 27,916.70
Maintenance of Traffic Due to Extended Time (11mths)	\$ 10,628.09
Total Value of Above items	\$ 368,595.79

13960 S.W. 144 Ave. Rd., Miami, FL 33186 - Phone (305)378-2323 - Fax (305)378-6161 C.C # E982003

Tab 4

Excusable Delay Claims As Per Article 41 of The Contract

As per Letter of July 3, 2013 to D. Martinez

Irrigation Controller Delay March 6th 2012 to October 22 2013 as per article 41 628 Calendar days \$ 1,000.00 per day

\$ 628,000.00

Landscaping Coconut Palms Stop Work Order Sept. 6, 2012 –

February 22, 2013 as per article 41 \$ 1,000.00 per Day 175 Days

\$175,000.00

Delays since February 22, 2013 with Coconut Palms as selected by Landscape Architect to Jan. 1 2014

\$ 312,000.00

Total

\$ 1,115,000.00

Tab 5

Claim for Additional Cost of LED Lighting

Due to short fall calculation of Change Order 11 True cost of LED Fixtures is \$ 1,303.00 versus \$ 448.12 + (CO 11) \$ 773.14 = \$ 1,221.26 making for a material difference of \$ 81.74 + Labor Cost, Taxes, Markups and Fees

\$ 184,335.00

Grand Total of All Claims South Point

\$ 2,338,553.60

MIAMIBEACH

Office of Capital Improvement Projects

Trans Florida's Claims of Retainage, Work Performed, Extended General Conditions and Delays & Staff Evaluation

TRANS FLORIDA DEVELOPMENT CORPORATION CLAIM ITEMS DESCRIPTION		CLAIM AMOUNTS		SETTLEMENT AMOUNT	
1 - CONTRACT WORK YET TO BE PAID	<u> </u>			· · · · · · · · · · · · · · · · · · ·	
A. Retainage Withheld	\$	495,905.21	\$	-	
B. 160 Coconut Palms and Pigeon Plum Trees	\$	174,717.60	\$	-	
2 - Repair of Commerce Court	\$	15,000.00	\$	-	
3 - Extended Costs (General Conditions)	\$	353,595.79	\$	67,747.65	
4 - Excusable Delays per Article 41 of the Contract	\$	1,115,000.00	\$	415,000.00	
5- Additional Cost for LED Lighting	\$	184,335.00	\$	-	
TOTALS	\$	2,338,553.60	\$	482,747.65	

Item No. 1- Contract Work Yet to be Paid; Item No. 2 - Repair of Commerce Court; and Item No. 5 - Additional Cost for LED Lighting

As noted in the table above, Items 1, 2 and 5 are not considered a part of this Settlement Agreement. The City has already paid the Contractor for Items 1A and B, regarding retainage withheld and amounts that were due for coconut palms and pigeon plum trees. The amounts included in Item 2 - Repair of Commerce Court, and in Item 5 - Additional Cost for LED Lighting, are not included in the negotiated settlement amount as they could not be substantiated by Contractor.

Item No. 3 - Extended Costs

Trans Florida's claim sought the total amount of \$353,595.79, for "Extended Costs (General Conditions), which included extended costs for a Staging Yard; Field Office; General Conditions; Survey and Layout; and Maintenance of Traffic. As part of the negotiated settlement for this Item, Trans Florida will be paid \$67,747.65, which accounts for one hundred and twenty (120) calendar days of Direct Costs (Excluding General Conditions), for time extensions granted without the above-mentioned extended costs associated with the staging yard, field office, survey and site controls and maintenance of traffic (MOT), from March 1, 2013 through June 28, 2013.

Item No. 4 - Excusable Delays Per Article 41 of the Contract (\$1,000.00 per day)

Trans Florida's claim sought \$1,115,000 for "Excusable Delays Per Article 41 of the Contract," related to several items it claimed impacted the Project. The City considers some of the time requested as running concurrent with other items cited in the Contractor's Claim, and therefore will agree to pay only the portion of the amount sought for this Item for Excusable Compensable delays from the revised Substantial Completion date of June 28, 2013 to August 17, 2014.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN TRANS FLORIDA DEVELOPMENT CORP. AND THE CITY OF MIAMI BEACH, FLORIDA

	Thi	s Settlem	ent Agreeme	nt and Mutual	Release	("Agreen	nent") i	s mac	de and en	tered into
this		day of	,	2016, by and	between	1 TRANS	FLOR	IDA	DEVELO	OPMENT
CORP.	, a	Florida	corporation,	(hereinafter	"TFD")	and the	CITY	OF	MIAMI	BEACH,
FLORI	DA,	a politic	cal sub-division	on of the Stat	e of Flor	ida (herei	nafter,	the "(CITY").	TFD and
the CIT	Υn	nay also	be referred to	individually a	s a "Part	y," and co	llective	ly as	the "Part	ies."

RECITALS

WHEREAS, pursuant to ITB No, 17-09/10, awarded on July 14, 2010, TFD and the CITY are parties to a construction contract (the "Contract"), for the Right-of-Way Infrastructure Improvement Program, Neighborhood No. 12-South Pointe Phases III/IV/V, located in Miami Beach, Florida (hereinafter, the "Project");

WHEREAS, TFD asserted claims for additional compensation and time against the CITY pertaining to the Project (the "TFD Claim");

WHEREAS, following good faith negotiations regarding the amount sought in the TFD Claim, the Parties desire to settle all claims, disputes, past, present, or future regarding the Project, regardless of responsibility; and

WHEREAS, the Parties believe it would be in their best interests and the best interests of the citizens of the CITY to agree to the provisions of this Agreement.

NOW THEREFORE, in consideration for the exchange of promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. Recitals: The above Recitals are true and correct and are incorporated herein.
- 2. <u>Settlement</u>: The Parties hereby settle and compromise all claims of any kind or nature (including any claims for attorney's fees and costs), relating to, arising out of and/or in connection with, the Project, except as set forth herein.
- 3. <u>Settlement Terms</u>: In consideration for the releases executed herein, the Parties agree as follows:

- (a) The CITY agrees to pay TFD the sum of Four Hundred Eighty-Two Thousand Seven Hundred Forty-Eight Dollars and 00/100 (\$482,748.00) (the "Final Payment").
- (b) Subject to the CITY Commission's approval of this Agreement, the Final Payment shall be made by the CITY within thirty (30) days following CITY Commission approval, execution by the CITY of the associated Resolution approving such settlement and full execution of the Agreement by each Party.
- 4. <u>Releases</u>: In further consideration of the execution of this Agreement, the Parties for themselves and their respective parent companies, subsidiaries, divisions, affiliates, unit owners, insurers, officers, directors, agents, employees, subcontractors, representatives, successors and assigns (the "CITY Releasors" or "TFD Releasors" as the case may be), hereby execute, subject to the conditions and exclusions set forth in this Agreement, the following Releases:

(a) TFD Releasors' Release of CITY Releasors:

Upon payment of the Final Payment by the CITY, the TFD Releasors hereby remise, release, acquit, satisfy and forever discharge the CITY Releasors, which throughout this Agreement includes, but is not limited to, its affiliates, Commissioners, insurers, sureties, directors, officers, employees, agents and attorneys, together with its heirs, executors, administrators, associates, representatives, successors and assigns, of and from any and all manner of past, present and future claims, action and actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, obligations, damages, judgments, costs, expenses, cause and causes of action, executions, claims, liabilities, and demands whatsoever, in law or in equity, whether for compensatory, punitive, or other damages (collectively referred to in this Paragraph as the "Claims"), which the TFD Releasors have held or now hold, ever had, now have, or which the TFD Releasors, hereinafter can, shall or may have against the CITY Releasors, for any and all Claims, whether known or unknown, arising from, pertaining to and/or in any way relating to the Project.

(b) CITY Releasors' Release of TFD Releasors:

Except as provided and expressly subject to the limitations set forth in Paragraph 5 herein, which the Parties agree and acknowledge limits the scope of the CITY Releasors' release of the TFD Releasors, the CITY Releasors hereby remise, release, acquit, satisfy and forever discharge the TFD Releasors, which throughout this Agreement includes, but is not limited to, its affiliates, insurers, sureties, directors, officers, employees, agents and attorneys, together with its heirs, executors, administrators, associates, representatives, successors and assigns, of and from any and all manner of past, present and future claims, action and actions, suits, debts, dues, sums

of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, obligations, damages, judgments, costs, expenses, cause and causes of action, executions, claims and liabilities, and demands whatsoever, in law or in equity, whether for compensatory, punitive, or other damages (collectively referred to in this Paragraph as the "Claims"), which the CITY Releasors have held or now hold, ever had, now have, or which the CITY Releasors, hereinafter can, shall or may have against the TFD Releasors, for any and all Claims, whether known or unknown, arising from, pertaining to and/or in any way relating to the Project.

5. Latent Defects and Warranties:

- (a) The Parties agree that, specifically excluded from any release or waiver by the Parties under this Agreement, are any demands, claims and causes of action arising from: (i) latent defects; (ii) warranty claims; or (iii) any third party actions for property damage, bodily injury, personal injury or death pertaining to the Project. The CITY shall not be precluded from bringing any action at law or equity arising from or relating to such matters.
- (b) TFD agrees that it shall honor and be responsible to the CITY for all warranties and guarantees as specified in the Contract and/or as otherwise provided by law or in equity. TFD further acknowledges and agrees that nothing contained in this Agreement shall constitute a waiver of any right by the CITY to seek enforcement of those warranties and guarantees against TFD, its sureties, insurers, subcontractors and suppliers.
- 6. No Admission of Liability: It is understood and agreed that the claims which are the subject of this Agreement are disputed claims and that the execution of this Agreement by the Parties, and the exclusions set forth in this Agreement, are not intended to, and shall not in any way, constitute or be deemed an express or implied admission or acceptance of any negligence, misconduct, responsibility or liability by the Parties or an admission against interest by the Parties, and that the Parties expressly and specifically deny all such claims. Such consideration is being given to reduce the expense, uncertainties and hazards of litigation and to mitigate damages to each of the Parties. There shall not be any implication by any trier of fact or law of any admission or acceptance of liability or admission against interest by the Parties and it shall not be used against the CITY Releasors or the TFD Releasors in any attempt to prove any future liability claims.
- 7. <u>Binding Effect</u>: Subject to CITY Commission approval and execution by the Parties, this Agreement shall be binding upon the Parties and their respective successors and assigns. However, execution and notarization by all Parties shall be a condition precedent to the effectiveness of this Agreement as binding against any Party. If the CITY Commission does not issue the approval, the Agreement shall be null and void and of no force and effect.

8. Attorney's Fees: If any legal action, proceeding, or hearing is brought by the CITY Releasors or the TFD Releasors to resolve a dispute regarding enforcement of the terms of this Agreement, then the prevailing party as between the CITY Releasors and the TFD Releasors shall be entitled to recover reasonable attorney's fees and court costs incurred. The Parties shall bear their own fees and costs relating to the negotiation and execution of this Agreement to date.

9. <u>Miscellaneous</u>: The Parties further agree as follows:

- (a) The Parties acknowledge and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable. The Parties further acknowledge and agree that: (i) each Party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such Party may have desired with respect to all matters settled and resolved herein; (ii) each Party has participated fully in the negotiation and preparation of this Agreement; (iii) each Party has carefully reviewed this Agreement and is entering into same freely; and (iv) this Agreement is entered into in good faith and was not obtained by fraud, misrepresentation, or deceit. Accordingly, this Agreement shall not be more strictly construed against any Party.
- (b) The Parties hereto understand and agree that this Agreement will not be binding on the Parties to this Agreement until such time as the CITY Commission of the CITY of Miami Beach has approved same, and the Agreement is fully executed by the Parties to the Agreement. CITY Commission approval is a material condition precedent to the execution and enforceability of this Agreement, without which the CITY does not agree to, and is not subject to, the terms and conditions contained herein.
- (c) Each of the signatories hereto represents that he or she has authority to execute this Agreement and to bind the Party on whose behalf he or she has signed.
- (d) This Agreement is being consummated in the State of Florida, and the performance by the Parties hereto is in the State of Florida. This Agreement shall be construed and governed in accordance with the laws of the State of Florida and the sole and exclusive venue for any lawsuit relating to this Agreement is Miami-Dade County, Florida. The Parties expressly agree to waive trial by jury in any action to enforce this Agreement.

- (e) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.
- (f) Any exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- (g) Time is of the essence in the performance of this Agreement.
- 10. Entire Agreement: This Agreement, together with any documents referenced herein, constitutes the full and entire agreement and understanding between the Parties as related to the Project, and there are no agreements, representations or warranties except as specifically set forth herein. This Agreement replaces any prior or contemporaneous written or oral representation or understanding about the terms of this Agreement. All prior discussions, negotiations, letters, demands and writings of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the Parties that this Agreement shall serve as the sole and entire expression of their agreement and understanding. This Agreement shall be binding on, and shall inure to the benefit of, the respective successors and assigns, if any, of each Party.
- 11. <u>Modification; No Waiver</u>: This Agreement may only be modified in writing signed by both Parties. No waiver or modification of the Agreement or of any covenant, condition or limitation contained herein, shall be valid unless in writing and signed by all Parties to the Agreement, or their authorized counsel. If the CITY or TFD excuses or condones any breach or default by the other Party of any obligation under this Agreement, this shall not be a waiver of such obligation with respect to any continuing obligation or subsequent breach or default and no such waiver shall be implied.
- 12. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together represent one instrument binding on the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. The Parties further agree that this Agreement may be signed and submitted via facsimile or electronic mail.
- 13. <u>Severability</u>: If any provision of this Agreement is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and bind the Parties as though the illegal or unenforceable provision had never been included in the Agreement.

- 14. <u>Captions; References</u>: The captions of this Agreement are for the purpose of convenience of reference only and in no way define, limit or describe the scope or intent of the Agreement or in any way affect the terms and conditions of this Agreement. All references in the Agreement to the terms "herein," "hereunder," "hereof" and words of similar import shall refer to this Agreement, as distinguished from the Paragraph, Section and/or Subsection within which such term is located.
- 15. <u>Third Parties</u>: Nothing express or implied in this Agreement is intended or should be construed to confer upon or give any person or entity, other than the CITY and TFD, any rights or remedies under, or by reason of, this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and date first written above:

[Remainder of page intentionally left blank.]

Attest: AQUILINO MELO, President Secretary Print Name STATE OF FLORIDA COUNTY OF MIAMI-DADE The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by AQUILINO MELO as President of TRANS FLORIDA DEVELOPMENT CORP., who is personally known to me or who has produced _____ (type of identification).

(Print Name)

My Commission Expires:

Notary Public - State of Florida

7

THE CITY OF MIAMI BEACH, FLORIDA, a Municipal Corporation of the State of Florida

	By:
	Print Name:
	Title:
ATTEST:	
RAFAEL GRANADO, CITY CLERK	
SEAL	
APPROVED AS TO FORM AND	
CORRECTNESS:	
RAUL J. AGUILA, CITY ATTORNEY	

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The Mayor And City Clerk To Execute A Settlement Agreement And Mutual Release Between The City Of Miami Beach (City) And Trans Florida Development Corporation, In The Amount Of \$300,000 To Settle All Outstanding Claims Pertaining To Bayshore Neighborhood No 8B – Lower North Bay Road Right Of Way Improvements; Funding For The Final Payment To The Contractor Is Available From The Project Budget.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc: The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:

On December 8, 2010, pursuant to Invitation to Bid (ITB) 2-09/10, for the construction of the City of Miami Beach Right-of-Way Infrastructure Improvement Program Neighborhood No. 8B, Bayshore, Lower North Bay Road Project, Trans Florida Development Corporation (Trans Florida or Contractor) was awarded a contract (Contract) in the amount of \$4,055,222.92.

On August 17, 2011, Trans Florida was issued the First notice to proceed with pre-construction activities. The Second Notice to Proceed (NTP 2) to mobilize and commence construction was issued on October 19, 2012. In the interim, the City made multiple revisions to the Construction Documents including revisions to the pump station, piping material, electrical, water main, landscape, hardscape and demolition plans until April 2012. The Project was scheduled to be substantially completed on December 13, 2013.

The Project Scope of Work at that time included improvements to the storm water collection and disposal system, the construction of four (4) pressurized wells, two (2) storm water pump stations, improvements to the water distribution system, demolition, site preparation, earthwork, roadway reconstruction, roadway milling and resurfacing, sidewalk replacement, and signage and pavement markings.

Since the execution of the Contract on June 28, 2011, through the issuance of the Second Notice to Proceed on October 19, 2012, Trans Florida obtained bonds and insurance for the project, commenced preconstruction activities which included preparation and submittal of a project baseline schedule; permitting activities; coordination with private utility companies; pre-construction audio-video and aerial photography; project sign production and installation; mobilization, preliminary survey and site layout; maintenance of traffic (MOT); selective demolition and exploratory digging/potholing; material procurement, and entered into sub-contracts. Trans Florida also obtained dewatering permits, prepared presentation material for community meetings, prepared and distributed Project notifications and responded to residents' inquiries.

Following work performed pursuant to Notice to Proceed 1 and Notice to Proceed 2, the CITY determined it was in the CITY's and its citizens' best interests to terminate the Contract for convenience in order to allow time to redesign the Project in accordance with new Stormwater guidelines and under a design/build agreement delivery method.

In its October 30, 2012 correspondence, the City Terminated the Agreement with Trans Florida for convenience, effective November 11, 2012. As stipulated in the Contract, the termination letter advised Trans Florida they would be paid for all work executed and expenses incurred prior to the termination date.

On November 18, 2013, in response to the termination letter, Trans Florida submitted a claim in the amount of \$623,792.26, for the work completed and expenses incurred for the project prior to and following termination of the Agreement. The costs outlined were primarily related to General Conditions.

In its February 20, 2014 correspondence, the City acknowledged the receipt of an invoice for the project, and requested that Trans Florida submit their payment request in the contractual format, including all supporting documentation to substantiate the request for payment.

On August 13, 2014, Trans Florida without any reasonable justification revised its claim increasing the amount to \$1,100,956.66. Trans Florida stated the revised claim now included monies attributable to three unexecuted change orders (and profits for work not performed). Despite numerous requests, Trans Florida failed to provide documentation to support its claim.

The City, in its correspondence dated December 18, 2014, denied Trans Florida's claim in its entirety stating it was unable to properly evaluate the claim amounts since Trans Florida had failed to provide supporting documentation.

On February 8, 2016, Trans Florida submitted a revised Claim in the amount of \$1,062,161.14. The Claim included costs for General Conditions, Additional costs for office overhead, engineer, field personnel and management, and anticipated profits. Trans Florida requested the City reevaluate the claim.

Subsequently, following good faith negotiations and based on the additional information provided, Staff recommends a settlement in the amount of \$300,000, for all direct costs, profit on indirect costs, overhead, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by the Contractor. The Settlement is intended as a compromise of all claims and disputes raised by Trans Florida pertaining to the Project. The negotiated settlement amount of \$300,000 will be paid from the available Project Budget.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Source of		Amount	Account
Funds:	1.	\$62,476.21	423-2326-069357 - Water & Sewer – Gulf Breeze Series 2006
	2.	\$38,586.17	428-2326-061357 - Stormwater Bonds Phase I
	3.	\$62,173.00	431-2326-069357 - 2011 Stormwater Bonds – Resolution 2011-27782
	4.	\$136,764.62	432-2326-069357 - 2015 Stormwater Bonds - Resolution 2015-28988
ØBPI	Total	\$300,000.00	Total

City Clerk's Office Legislative Tracking:

:	Sign-Offs:		
	Department Director	Assistant City Manager	City Manager
Ī	DM X	ETC_2C_	JLM TV

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AGENDA ITEM C7D
DATE 6-8-16



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH,

FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF MIAMI BEACH (CITY) AND TRANS FLORIDA DEVELOPMENT CORPORATION, IN THE AMOUNT OF \$300,000 TO SETTLE ALL OUTSTANDING CLAIMS PERTAINING TO BAYSHORE NEIGHBORHOOD NO 8B – LOWER NORTH BAY ROAD RIGHT OF WAY IMPROVEMENTS; FUNDING FOR THE FINAL PAYMENT TO THE CONTRACTOR IS AVAILABLE FROM THE PROJECT BUDGET.

FUNDING

 \$ 62,476.21
 Water & Sewer – Gulf Breeze Series 2006

 \$ 38,586.17
 Stormwater Bonds Phase I

 \$ 62,173.00
 2011 Stormwater Bonds – Resolution 2011-27782

 \$136,764.62
 2015 Stormwater Bonds – Resolution 2015-28988

\$300,000.00 Total

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

On December 8, 2010, pursuant to Invitation to Bid (ITB) 2-09/10, for the construction of the City of Miami Beach Right-of-Way Infrastructure Improvement Program Neighborhood No. 8B, Bayshore, Lower North Bay Road Project, Trans Florida Development Corporation (Trans Florida or Contractor) was awarded a contract (Contract) in the amount of \$4,055,222.92.

On August 17, 2011, Trans Florida was issued the First notice to proceed with pre-construction activities. The Second Notice to Proceed (NTP 2) to mobilize and commence construction was issued on October 19, 2012. In the interim, the City made multiple revisions to the Construction Documents including revisions to the pump station, piping material, electrical, water main, landscape, hardscape and demolition plans until April 2012. The Project was scheduled to be substantially completed on December 13, 2013.

The project limits consist of the North Bay Road Corridor which is bounded by 20th Street to the South, Biscayne Bay to the West, Alton Road to the east and north, including the intersecting streets within the aforementioned project limits.

The Project Scope of Work at that time included improvements to the storm water collection and disposal system, the construction of four (4) pressurized wells, two (2) storm water pump stations, improvements to the water distribution system, demolition, site preparation, earthwork, roadway reconstruction, roadway milling and resurfacing, sidewalk replacement, and signage and pavement markings.

Since the execution of the Contract on June 28, 2011, through the issuance of the Second Notice to Proceed on October 19, 2012, Trans Florida obtained bonds and insurance for the project, commenced preconstruction activities which included preparation and submittal of a project baseline schedule; permitting activities; coordination with private utility companies; pre-construction audio-video and aerial photography; project sign production and installation; mobilization, preliminary survey and site layout; maintenance of traffic (MOT); selective demolition and exploratory digging/potholing; material procurement, and entered into sub-contracts. Trans Florida also obtained dewatering permits, prepared

City Commission Memorandum – Trans Florida Settlement Agreement June 8, 2016 Page 2 of 2

presentation material for community meetings, prepared and distributed Project notifications and responded to residents' inquiries.

Following work performed pursuant to Notice to Proceed 1 and Notice to Proceed 2, the CITY determined it was in the CITY's and its citizens' best interests to terminate the Contract for convenience in order to allow time to redesign the Project in accordance with new Stormwater guidelines and under a design/build agreement delivery method.

In its October 30, 2012 correspondence, the City Terminated the Agreement with Trans Florida for convenience, effective November 11, 2012. As stipulated in the Contract, the termination letter advised Trans Florida they would be paid for all work executed and expenses incurred prior to the termination date.

On November 18, 2013, in response to the termination letter, Trans Florida submitted a claim in the amount of \$623,792.26, for the work completed and expenses incurred for the project prior to and following termination of the Agreement. The costs outlined were primarily related to General Conditions.

In its February 20, 2014 correspondence, the City acknowledged the receipt of an invoice for the project, and requested that Trans Florida submit their payment request in the contractual format, including all supporting documentation to substantiate the request for payment.

On August 13, 2014, Trans Florida without any reasonable justification revised its claim increasing the amount to \$1,100,956.66. Trans Florida stated the revised claim now included monies attributable to three unexecuted change orders (and profits for work not performed). Despite numerous requests, Trans Florida failed to provide documentation to support its claim.

The City, in its correspondence dated December 18, 2014, denied Trans Florida's claim in its entirety stating it was unable to properly evaluate the claim amounts since Trans Florida had failed to provide supporting documentation.

CURRENT STATUS

On February 8, 2016, Trans Florida submitted a revised Claim in the amount of \$1,062,161.14 (Exhibit A). The Claim included costs for General Conditions, Additional costs for office overhead, engineer, field personnel and management, and anticipated profits. Trans Florida requested the City re-evaluate the claim.

SUMMARY

Subsequently, following good faith negotiations and based on the additional information provided, Staff recommends a settlement in the amount of \$300,000 (Exhibit B), for all direct costs, profit on indirect costs, overhead, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by the Contractor. The Settlement is intended as a compromise of all claims and disputes raised by Trans Florida pertaining to the Project. The negotiated settlement amount of \$300,000 will be paid from the available Project Budget.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

ATTACHMENTS:

Exhibit A – Trans Florida's Claim Exhibit B – Settlement Agreement

JM/ETC/M

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Exhibit A

Trans Florida Development Corp. Claim Summary February 29th, 2016

CONTRACT AMOUNT	\$3,830,197.92
Net Change Orders yet to approve	<u>751,115.14</u>
Contract Sum To Date	4,581,313.06

	DESCRIPTION OF WORK General Conditions	CONTRACT AMOUNT	Billing
1 01-	Bonds and insurance		05 426 02
	Mobilization/Demobilization		95,426.93
	•		79,875.00
	Survey Layout and As Built		75,500.00
	Maintenance Of Traffic		89,564.42
	Engineer's Field office		3,600.00
	Public Information Services		15,600.00
1.07a	Trench safety Act	•	<u>24,000.00</u>
			\$383,566.35
	Additional Cost		
1	Office Over Head		\$67,325.00
2	Office Engineer		\$110,000.00
3	Field personal and management		\$118,250.00
			\$295,575.00
	June 28, 2011 Contracted November 11, 2012 Terminated Bidding 12/15/09	16+ Months	
	Expected Profit		\$383,019.79
			\$1,062,161.14

SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN TRANS FLORIDA DEVELOPMENT CORP. AND THE CITY OF MIAMI BEACH, FLORIDA

	Thi	s Settlen	nent Agreeme	nt and Mutua	l Release	("Agreen	nent") i	s mac	de and en	tered into
this	· · · · · · · · · · · · · · · · · · ·	day of		2016, by and	l betweer	n TRANS	FLOR	IDA	DEVELO	OPMENT
CORP.	., a	Florida	corporation,	(hereinafter	"TFD")	and the	CITY	OF	MIAMI	ВЕАСН,
FLOR	DA.	, a politi	cal sub-division	on of the Stat	e of Flor	ida (herei	nafter,	the "	CITY").	TFD and
the CI	ΓY n	nay also	be referred to	individually a	as a "Part	y," and co	llective	ely as	the "Part	ies."

RECITALS

WHEREAS, TFD and the CITY are parties to a construction contract, dated June 28, 2011 (the "Contract"), awarded pursuant to ITB #2-09/10, for the construction of the Right-of-Way Infrastructure Improvement Program-Neighborhood No. 8B, Bayshore, Lower North Bay Road, located in Miami Beach, Florida (hereinafter, the "Project");

WHEREAS, following work performed pursuant to Notice to Proceed 1 and Notice to Proceed 2, the CITY determined it was in the CITY's and its citizens' best interests to terminate the Contract for convenience in order to allow time to redesign the Project in accordance with new Stormwater guidelines and under a design/build agreement delivery method;

WHEREAS, in accordance with the terms and conditions of the Contract, by letter dated October 30, 2012, the CITY terminated TFD for convenience, effective November 11, 2012;

WHEREAS, TFD asserted a claim for compensation it contended accounted for work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred pertaining to the Project (the "TFD Claim");

WHEREAS, following good faith negotiations regarding the amount sought in the TFD Claim, the Parties desire to settle all claims, disputes, past, present, or future regarding the Project, regardless of responsibility; and

WHEREAS, the Parties believe it would be in their best interests and the best interests of the citizens of the CITY to agree to the provisions of this Agreement.

NOW THEREFORE, in consideration for the exchange of promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. <u>Recitals</u>: The above Recitals are true and correct and are incorporated herein.

- 2. <u>Settlement</u>: The Parties hereby settle and compromise all claims of any kind or nature (including any claims for attorney's fees and costs), relating to, arising out of and/or in connection with, the Project, except as set forth herein.
- 3. <u>Settlement Terms</u>: In consideration for the releases executed herein, the Parties agree as follows:
 - (a) The CITY agrees to pay TFD the sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the "Final Payment").
 - (b) Subject to the CITY Commission's approval of this Agreement, the Final Payment shall be made by the CITY within thirty (30) days following CITY Commission approval, execution by the CITY of the associated Resolution approving such settlement and full execution of the Agreement by each Party.
- 4. <u>Releases</u>: In further consideration of the execution of this Agreement, the Parties for themselves and their respective parent companies, subsidiaries, divisions, affiliates, unit owners, insurers, officers, directors, agents, employees, subcontractors, representatives, successors and assigns (the "CITY Releasors" or "TFD Releasors," as the case may be), hereby execute, subject to the conditions and exclusions set forth in this Agreement, the following Releases:

(a) TFD Releasors' Release of CITY Releasors:

Upon payment of the Final Payment by the CITY and clearance of said funds, the TFD Releasors hereby remise, release, acquit, satisfy and forever discharge the CITY Releasors, which throughout this Agreement includes, but is not limited to, its affiliates, Commissioners, insurers, sureties, directors, officers, employees, agents and attorneys, together with its heirs, executors, administrators, associates, representatives, successors and assigns, of and from any and all manner of past, present and future claims, action and actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, obligations, damages, judgments, costs, expenses, cause and causes of action, executions, claims, liabilities, and demands whatsoever, in law or in equity, whether for compensatory, punitive, or other damages (collectively referred to in this Paragraph as the "Claims"), which the TFD Releasors have held or now hold, ever had, now have, or which the TFD Releasors hereinafter can, shall or may have against the CITY Releasors, for any and all Claims, whether known or unknown, arising from, pertaining to and/or in any way relating to the Project.

(b) <u>CITY Releasors' Release of TFD Releasors:</u>

Except as provided and expressly subject to the limitations set forth in this Paragraph 4(b), which the Parties agree and acknowledge limits the scope of the CITY Releasors' release of the TFD Releasors, the CITY Releasors hereby remise, release, acquit, satisfy and forever discharge the TFD Releasors, which throughout this Agreement includes, but is not limited to, its affiliates, insurers, sureties, directors, officers, employees, agents and attorneys, together with its heirs, executors, administrators, associates, representatives, successors and assigns, of and from any and all manner of past, present and future claims, action and actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, obligations, damages, judgments, costs, expenses, cause and causes of action, executions, claims and liabilities, and demands whatsoever, in law or in equity, whether for compensatory, punitive, or other damages (collectively referred to in this Paragraph as the "Claims"), which the CITY Releasors have held or now hold, ever had, now have, or which the CITY Releasors hereinafter can, shall or may have against the TFD Releasors, for any and all Claims, whether known or unknown, arising from, pertaining to and/or in any way relating to the Project.

- 5. No Admission of Liability: It is understood and agreed that the claims which are the subject of this Agreement are disputed claims and that the execution of this Agreement by the Parties, and the exclusions set forth in this Agreement, are not intended to, and shall not in any way, constitute or be deemed an express or implied admission or acceptance of any negligence, misconduct, responsibility or liability by the Parties or an admission against interest by the Parties, and that the Parties expressly and specifically deny all such claims. Such consideration is being given to reduce the expense, uncertainties and hazards of litigation and to mitigate damages to each of the Parties. There shall not be any implication by any trier of fact or law of any admission or acceptance of liability or admission against interest by the Parties and it shall not be used against the CITY Releasors or the TFD Releasors in any attempt to prove any future liability claims.
- 6. <u>Binding Effect</u>: Subject to CITY Commission approval and execution by the Parties, this Agreement shall be binding upon the Parties and their respective successors and assigns. However, execution and notarization by all Parties shall be a condition precedent to the effectiveness of this Agreement as binding against any Party. If the CITY Commission does not issue the approval, the Agreement shall be null and void and of no force and effect.
- 7. <u>Attorney's Fees</u>: If any legal action, proceeding, or hearing is brought by the CITY Releasors or the TFD Releasors to resolve a dispute regarding enforcement of the terms of this Agreement, then the prevailing party as between the CITY Releasors and the TFD Releasors shall be entitled to recover reasonable attorney's fees and court costs incurred. The Parties shall bear their own fees and costs relating to the negotiation and execution of this Agreement to date.

- 8. <u>Miscellaneous</u>: The Parties further agree as follows:
 - (a) The Parties acknowledge and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable. The Parties further acknowledge and agree that: (i) each Party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such Party may have desired with respect to all matters settled and resolved herein; (ii) each Party has participated fully in the negotiation and preparation of this Agreement; (iii) each Party has carefully reviewed this Agreement and is entering into same freely; and (iv) this Agreement is entered into in good faith and was not obtained by fraud, misrepresentation, or deceit. Accordingly, this Agreement shall not be more strictly construed against any Party.
 - (b) The Parties hereto understand and agree that this Agreement will not be binding on the Parties to this Agreement until such time as the CITY Commission of the CITY of Miami Beach has approved same, and the Agreement is fully executed by the Parties to the Agreement. CITY Commission approval is a material condition precedent to the execution and enforceability of this Agreement, without which the City does not agree to, and is not subject to, the terms and conditions contained herein.
 - (c) Each of the signatories hereto represents that he or she has authority to execute this Agreement and to bind the Party on whose behalf he or she has signed.
 - (d) This Agreement is being consummated in the State of Florida, and the performance by the Parties hereto is in the State of Florida. This Agreement shall be construed and governed in accordance with the laws of the State of Florida and the sole and exclusive venue for any lawsuit relating to this Agreement is Miami-Dade County, Florida. The Parties expressly agree to waive trial by jury in any action to enforce this Agreement.
 - (e) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.
 - (f) Time is of the essence in the performance of this Agreement.

- 9. Entire Agreement: This Agreement, together with any documents referenced herein, constitutes the full and entire agreement and understanding between the Parties as related to the Project, and there are no agreements, representations or warranties except as specifically set forth herein. This Agreement replaces any prior or contemporaneous written or oral representation or understanding about the terms of this Agreement. All prior discussions, negotiations, letters, demands and writings of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the Parties that this Agreement shall serve as the sole and entire expression of their agreement and understanding. This Agreement shall be binding on, and shall inure to the benefit of, the respective successors and assigns, if any, of each Party.
- 10. <u>Modification; No Waiver</u>: This Agreement may only be modified in writing signed by both Parties. No waiver or modification of the Agreement or of any covenant, condition or limitation contained herein, shall be valid unless in writing and signed by all Parties to the Agreement, or their authorized counsel. If the CITY or TFD excuses or condones any breach or default by the other Party of any obligation under this Agreement, this shall not be a waiver of such obligation with respect to any continuing obligation or subsequent breach or default and no such waiver shall be implied.
- 11. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together represent one instrument binding on the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. Each Party shall execute four (4) original copies of the Agreement.
- 12. <u>Severability</u>: If any provision of this Agreement is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and bind the Parties as though the illegal or unenforceable provision had never been included in the Agreement.
- 13. <u>Captions</u>; <u>References</u>: The captions of this Agreement are for the purpose of convenience of reference only and in no way define, limit or describe the scope or intent of the Agreement or in any way affect the terms and conditions of this Agreement. All references in the Agreement to the terms "herein," "hereunder," "hereof" and words of similar import shall refer to this Agreement, as distinguished from the Paragraph, Section and/or Subsection within which such term is located.
- 14. <u>Third Parties</u>: Nothing express or implied in this Agreement is intended or should be construed to confer upon or give any person or entity, other than the CITY and TFD, any rights or remedies under, or by reason of, this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the first written above:	day and date
[Remainder of page intentionally left blank.]	

Attest:	AQUILINO MELO, President
Secretary	
Print Name	
STATE OF FLORIDA	
COUNTY OF MIAMI-DADE	
by AQUILINO MELO as President	s acknowledged before me this day of, 201 to f TRANS FLORIDA DEVELOPMENT CORP., who who has produced (type of
	Name: (Print Name)
	Notary Public - State of Florida

My Commission Expires:

TRANS FLORIDA DEVELOPMENT CORP.

THE CITY OF MIAMI BEACH, FLORIDA, a Municipal Corporation of the State of Florida

	Ву:
	Print Name:
	Title:
ATTEST:	
RAFAEL GRANADO, CITY CLERK	
SEAL	
APPROVED AS TO FORM AND	
CORRECTNESS:	
RAUL I AGUILA CITY ATTORNEY	

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution authorizing the acceptance of \$7,500 in sponsorships made to the City for the annual Fourth of July celebration.

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Community Satisfaction Survey reported that 66% of all resident respondents felts that the number of family friendly activities and cultural activities are "about right". Additionally, on average, residents attended 15 cultural activities per year and 13 family friendly activities per year. These indicate increased satisfaction from the 2009 survey.

Item Summary/Recommendation:

On July 4th, 2015, the City of Miami Beach will host its 23rd annual July 4th celebration. The event will again take place at the North Shore Bandshell, 73rd Street and Collins Avenue. This year's program entitled "Coca-Cola Presents Miami Beach Fire on the Fourth" will featured performances by Grand Funk and The Family Stone. The programs began at 11am with events for the family, food trucks, and much more. The aforementioned performances will then start at 7pm followed by a sixteen (16) minute firework show at 9pm. Again this year we will also offer free yoga on the beach at 73rd Street starting at 9am. The free kid's zone will feature a rock climbing wall, face painting and more. The City will also provide free transportation between 42nd Street/Sheridan Avenue and the North Shore Bandshell.

July 4th is an all-day event and it is open to the general public at no charge.

Advisory Board Recommendation:

N/A

Financial Information:

Source of O'		Amount	Account
Funds:	1	\$7,500	011.8000.366910
OBPI	Total	\$7,500	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Tonya Daniels, Communications Director

Sign-Offs:

Department Director	Assistant City Manager		City Manager
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MIAMIBEACH

AGENDA ITEM C7E
DATE G-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA, APPROVING **AUTHORIZING THE** BEACH, AND MIAMI ACCEPTANCE OF \$7,500 DOLLARS IN SPONSORSHIPS AND DONATIONS MADE TO THE CITY FOR THE CITY'S ANNUAL FOURTH OF JULY **CELEBRATION EVENT.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

Donations (including Sponsorships) made to the City for the July 4, 2016 event will be expended from 011.9322.00353.

ANALYSIS

Fire on the Fourth

On July 4th, 2016, the City of Miami Beach will host its 23rd annual July 4th celebration. The event will again take place at the North Shore Bandshell, 73rd Street and Collins Avenue. This year's program entitled "Coca-Cola Presents Miami Beach Fire on the Fourth" will featured performances by Grand Funk and The Family Stone. The programs began at 11am with events for the family, food trucks, and much more. The aforementioned performances will then start at 7pm followed by a sixteen (16) minute firework show at 9pm. Again this year we will also offer free yoga on the beach at 73rd Street starting at 9am. The free kid zonwill feature a rock climbing wall, face painting and more. The City will also provide free transportation between 42nd Street/Sheridan Avenue and the North Shore Bandshell.

July 4th is an all-day event and it is open to the general public at no charge. Marketing efforts for this event will include :30 spots on Atlantic Broadband and MB77, printed ads in the Miami Herald, out-of-home advertising, news and local programming coverage for the event, as well as a heavy social media push utilizing FaceBook and Twitter, online.

The City has secured \$7,500 from the following sponsors for the event at varying levels of support:

- o Coca-Cola;
- o Terra Group:

- o Ocean Cadillac;
- o Miami New Times
- o Miami Herald; and

CONCLUSION

Staff worked diligently to identify funding sources to off-set the costs of producing this event. The Administration recommends the adoption of the attached Resolution authorizing the acceptance of these donations, their appropriation to cover costs of July 4th.

JLM/MM/TD

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Adopting the FY 2016/2017 One-Year Action Plan, which includes the budgets for the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships program (HOME); approving a substantial amendment to the 2015/2016 Action Plan and an amendment to the Five-Year Consolidated Plan to recapture and reallocate CDBG funds to a City capital project to be determined; authorizing the City Manager to execute all applicable Action Plan and Substantial Amendment documents; authorizing the Mayor and City Clerk to execute agreements for sub-recipients and the City Manager to execute interdepartmental agreements; and authorizing the appropriation of all Federal funds when received.

Key Intended Outcome Supported:

Sustainability. Provision of Workforce Housing for Key Industry Workers

Supporting Data (Surveys, Environmental Scan, etc.: Based on the 2014 Community Satisfaction Survey, the City's Quality of Life measure was high at 77%. 18% of businesses rated the lack of affordable housing in Miami Beach for their labor force as their most important challenge.

Item Summary/Recommendation:

The City's FY 2016/2017 HUD allocations are \$834,698 for CDBG funds and \$443,723 for HOME funds. On February 15, 2016, the Administration issued Requests For Proposals (RFP) for both the CDBG and HOME funds. The submission deadline for both RFPs was March 11, 2016.

The City received applications from twelve (12) organizations for CDBG funds and from two (2) organizations for HOME funds. The Administration reviewed the applications and prioritized them based on several critical factors. Recommendations for funding include: Food for Life Network, Inc. (grocery and meal delivery to people living with HIV/AIDS); Empowering Youth, Inc. (youth counseling services); Little Havana Activities and Nutrition Centers (child care); Office of Community Services (emergency rent, utilities and grocery); and Lottie and Madeleine Village Apartments (rehabilitation of City-owned residential property). The Affordable Housing Advisory Committee ratified these funding recommendations at its meeting of April 19, 2016.

In FY 2015/2016, the City initially allocated \$14,000 in public service funds to HOPE, Inc. to Furthering Affirmative Fair Housing citywide through education outreach. These efforts are funded with CDBG program administration funds. Staff recommends the recapture and reallocation of these funds to a capital project to be determined. As required by HUD, the *Action Plan and the Substantial Amendment* were made available to the public for a 30-day comment period commencing on May 5, 2016 and ending June 6, 2016.

The Administration recommends that the Mayor and City Commission approve the attached resolution adopting the *One-Year Action Plan* for FY 2016/2017; the Substantial Amendment to the 2015/2016 *Action Plan*; and the amendment to the *Five-Year Consolidated Plan* in substantially the attached form. These actions will ensure timely and compliant expenditure of HUD funds.

Advisory Board Recommendation:

N/A

Financial Information:

Source of	Funds:		Amount	Account Account
	<u>, /</u>	-1	\$ 834,698	CDBG FY 2016/2017 Allocation
		2	\$ 443,723	HOME FY 2016/2017 Allocation
	PLA:///	3	\$ 14,000	CDBG FY 2015/2016 Allocation
	ØBPI	Total	\$1,292,421	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Maria Ruiz/Housing & Community Services

Sign-Offs:				
	Department Director	Assis/ant City Manager		City Manager
MLR		KGB	JLM _/	D ^

MIAMIBEACH

AGENDA ITEM C7F

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2016/2017, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK HOME INVESTMENT **PROGRAM** AND THE **GRANT** (CDBG) PARTNERSHIPS (HOME) PROGRAM; APPROVING AND AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2015/2016 ACTION PLAN AND AN AMENDMENT TO THE FIVE-YEAR CONSOLIDATED PLAN TO RECAPTURE AND REALLOCATE \$14,000 TO A CAPITAL PROJECT TO BE DETERMINED; AUTHORIZING THE CITY MANAGER TO TAKE THE FOLLOWING ACTIONS: (1) EXECUTE ALL APPLICABLE DOCUMENTS RELATED TO THE APPROPRIATION AND ALLOCATION OF THESE PROGRAM FUNDS; (2) SUBMIT THE ONE-YEAR ACTION PLAN AND SUBSTANTIAL AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); (3) MAKE MINOR NON-SUBSTANTIAL CHANGES TO THE ONE-YEAR ACTION PLAN OR THE CONSOLIDATED FIVE YEAR PLAN, OR THE RESULTING AGREEMENTS (WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLANS); AND (4) EXTEND THE EXPIRATION DATES OF SAID AGREEMENTS WHEN NECESSARY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS FOR SUB-RECIPIENTS OF CDBG AND HOME; AND FURTHER AUTHORIZING THE CITY MANAGER INTERDEPARTMENTAL AGREEMENTS **EXECUTE** CITY TO RECIPIENTS OF CDBG AND HOME FUNDS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City of Miami Beach is a U.S. Department of Housing and Urban Development (HUD)-designated entitlement community, as determined by the decennial census information on population growth lag, age of housing stock, and poverty. The City has been a CDBG entitlement community since 1975. The HOME Program was started in 1992 to provide funding specifically for affordable housing. HUD allocates these funds to strengthen public/private partnerships and expand the supply of affordable housing that is decent, safe and sanitary.

As an entitlement community, the City qualifies for an annual allocation under HUD's grant programs. HUD requires each entitlement community to submit an annual *One-Year Action Plan* describing how it will utilize funding and resources to address priority needs identified in the City's *Consolidated Plan*. The *One-Year Action Plan* is a component of the *Five-Year Consolidated Plan* filed with HUD. The City's current *One-Year Action Plan* follows the strategies included in its *2013-2017 Five-Year Consolidated Plan*. CDBG funds have been primarily used to provide vital public services, housing activities, and improvements to public facilities while HOME funds have been primarily used for affordable rental housing activities.

The total estimated FY 2016/2017 available funds for distribution are:

Community Development Block Grant Funds

FY15-16 HUD Entitlement Less administrative allowance (20%) Net FY 15/16 funds available for distribution	(\$166,939)	\$834,698 \$667,759
HOME Funds	<u>i</u>	
FY 15-16 HUD Entitlement Less administrative allowance (10%) Less 15% CHDO project set-aside Net available for project allocation	(\$44,372) (\$66,558)	\$443,723 \$332,793

On February 15, 2016, the Administration issued two Request For Proposals (RFP) for CDBG and HOME funds, respectively. The submission deadline for both RFPs was March 11, 2016. To ensure clarification and proactively address questions relating to the completion and submission of an application, two (2) alternative mandatory pre-submission meetings were held on February 22 and February 26, 2016.

Staff reviewed the applications and forwarded its funding recommendations to the Affordable Housing Advisory Committee (AHAC) for comment and recommendation on April 19, 2016. The AHAC subsequently forwarded its recommendations to the City Manager who finalized the recommendations as noted below.

As a separate item, during the *Action Plan* - 2015/2016 approval process, the City Commission approved the allocation of \$14,000 to Housing Opportunities Project for Excellence, Inc. (HOPE Inc.) to provide Furthering Affirmative Fair Housing services citywide through education outreach. This allocation was funded as a public service. However, due to HUD regulations regarding what constitutes an Area Benefit, this mandatory effort did not qualify. The City paid these expenses out of its program administration funds as it is an allowed expense. Staff recommends the recapture and reallocation of these public service funds to a capital project to be determined.

As required by HUD, the *Action Plan* and the Substantial Amendment were made available to the public for a 30-day comment period commencing on May 5, 2016 and ending June 6, 2016.

ANALYSIS

The City received CDBG applications from the following entities:

- > Ayuda, Inc.
- Boys and Girls Clubs of Miami-Dade, Inc.

Commission Memorandum – FY 2016/2017 Action Plan June 8, 2016 Page 3 of 6

- Carrfour Supportive Housing, Inc.
- > Douglas Gardens Community Mental Health Center of Miami Beach, Inc.
- > Empowering Youth, Inc.
- > Food for Life Network, Inc.
- Get Credit Healthy Inc.
- > Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)
- > Housing Authority of the City of Miami Beach
- ➤ Little Havana Activities & Nutrition Centers of Dade County, Inc.
- > South Florida Seniors in Action, Inc.
- > UNIDAD of Miami Beach, Inc.

The Douglas Gardens Community Mental Health Center of Miami Beach proposed services at an ineligible property and were deemed non-responsive to the RFP. Both South Florida Seniors in Action and Unidad of Miami Beach were deemed non-responsive for failing to submit required financial documents with the RFP.

The City received HOME applications from the following entities:

- ➤ Housing Authority of the City of Miami Beach
- Miami Beach Community Development Corporation, Inc.

The Administration reviewed the applications prioritizing the following critical factors:

- Adherence to minimum proposal requirements;
- Project impact as it relates to the City's Consolidated Plan;
- Demonstrated need within the community;
- Existing community resources;
- Project description of activities;
- Applicant's attainment of performance measures and program outcomes;
- Applicant's organizational capacity and experience, including prior performance with federal awards;
- · Budget analysis of proposed project; and
- Organization's ability to leverage additional non-City sources of funding for project activities.

Here are the CDBG project scores:

Applicant	Project	Cumulative Score	Recommended Funding
Douglas Gardens CMHC	Mayfair repairs	0.00	\$ -
Housing Authority of MB	Rebecca Towers upgrades	64.50	\$ -
MBCDC	Crespi Park Apartments	52.00	\$ -
Ayuda	Art for seniors	35.00	\$ -
Boys & Girls Clubs of MD	Afterschool programming	64.50	\$ -
CarrFour Supportive Housing	Case management services	54.50	\$ -
Empowering Youth Inc.	Counseling services	57.00	\$ 18,954.00
Food for Life Network	Delivered meals for HIV/AIDS	68.50	\$ 25,050.00
Get Credit Healthy	Credit counseling	43.50	\$ -
Little Havana Activities	Daycare services	67.00	\$ 31,200.00
So. Fl. Seniors In Action	Senior services	0.00	\$ -
UNIDAD of Miami Beach	Project LINK	0.00	\$ -

This information was utilized to rank and make appropriate funding recommendations, which form the basis of the *Action Plan*. The recommendations are consistent with the priority needs identified by the Commission, the community, and the *Consolidated Plan*. The priorities include services to the elderly and youth at risk of homelessness; people living with HIV/AIDS; low-income youth; child care services; and affordable housing.

A maximum of 15 percent of the entitlement allocation may fund public service activities. Public service activities include meals programs, after school programs, etc., for income-eligible participants. The following four (4) public service activities are recommended for funding:

Public Services Projects	Amount
	Recommended
CMB - Community Services (rent, utility and grocery emergency assistance)	\$50,000
Food for Life Network (grocery and meal delivery for persons living with HIV/AIDS)	\$25,050
Empowering Youth Inc. (youth counseling)	\$18,955
Little Havana Activity and Nutrition Centers (child care)	\$31,200
Total Public Service Allocations	\$125,205

In addition, two (2) applications were received for CDBG-funded capital projects:

- ▶ Housing Authority of the City of Miami Beach (upgrades at Rebecca Towers)
- ▶ Douglas Gardens Community Mental Health Center (Mayfair Residence rehabilitation)

While the City has previously funded each applicant and project, the City has pressing capital needs for its own recently-acquired affordable residential properties. The Lottie Apartments, which were acquired in January 2015, require substantial rehabilitation including but not limited to: roof repair; window replacement to address water intrusion; accessibility upgrades to address safety, and the repair of stairs leading to the second floor. The building was originally awarded \$305,000 of CDBG funds in FY 2015/2016 and \$288,485 from previous years recaptured funds. However, these amounts are insufficient as the total estimated project cost is greater. The CDBG and HOME funds requested for this project will fill the funding gap and allow the City to complete the project.

CDBG Capital Project	Amount	
• • •	Recommended	
Lottie Apartments (rehabilitation)	\$542,554	
Total CDBG Capital Allocations	\$542,554	

In addition, the Administration will contract HOPE, Inc. for the provision of HUD-mandated fair housing services. HOPE, Inc. provides housing education workshops to residents and investigates allegations of Fair Housing Act violations. Administration funds will fund this mandated service.

The City received two applications for its HOME Investments Partnership (HOME) funds. Miami Beach Community Development Corporation (MBCDC) proposes to rehabilitate the Crespi Apartments, a 16-unit affordable housing project located at located at 7900 - 7920 Crespi Boulevard and 1079-79 Street. The Housing Authority of the City of Miami Beach proposes to rehabilitate a 4-unit affordable housing project located at 405-76 Street.

While these projects are deemed worthy, staff recommends the use of HOME funds to provide the gap funding for the Lottie Apartments rehabilitation so that it can be completed during 2016/2017.

In addition, the City is seeking to begin the rehabilitation of the Madeleine Village Apartments, a 16-unit apartment, multi-building development located at 7861-7871 Crespi Boulevard, acquired from MBCDC in January 2015. The rehabilitation of this development includes but is not limited to: termite treatment; roof repairs or replacement; interior sidewalks repairs; seawall repair and the adjacent landscaping area; removal of the existing wood dock at the rear of the building; the addition of a new laundry room; repair of the existing laundry room; kitchens and bathrooms renovation; air conditioning units replacement; exterior doors replacement; addition of drip caps at main doors locations; exterior and interior paint; building landscaping; and new irrigation system. Temporary relocation of the buildings' tenants during the tenting may be needed and will be charged to the program.

HOME Capital Projects	Amount Recommended	
Lottie Apartments (rehabilitation)	\$168,555	
Madeleine Village Apartments (rehabilitation)	\$164,238	
Total HOME Capital Allocations	\$332,793	

The HOME Program rules require each entitlement community to reserve a minimum of 15% of its annual allocation for activities undertaken by qualified Community Housing Development Organizations (CHDO). A CHDO is a private nonprofit, community-based service organization that has identified the development of affordable housing as its primary mission and has the capacity to develop affordable housing. A CHDO must meet certain requirements pertaining to its legal status, organizational structure, capacity and experience. Carrfour Supportive Housing (Carrfour), has been certified as a CHDO and is the only such agency with this designation within the City at this time. However, Carrfour did not apply this funding cycle. Therefore, the Administration is recommending the deferral of the CHDO set aside, approximately \$66,558.45 for future award. The City is allowed two years to commit and five years to expend these funds.

As required by HUD, the *Action Plan* was made available to the public for a 30-day comment period commencing May 5, 2016 and ending June 6, 2016. Public input was also provided via the AHAC meeting of April 19, 2016 in which funding recommendations were ratified by the Committee. It should be noted that the *Action Plan* announcement showed an estimated allocation of HOME funds in the amount of \$441,740. However, that amount was increased to \$443,723 which caused the HOME funds proposed allocations to be altered to match the new amount. In any case, this amount is only an estimate and HUD has the right to change its award prior to final issuance.

The Substantial Amendment was also made available to the public for a 30-day comment period commencing and ending on the same dates as the *Action Plan*.

CONCLUSION

Most of the activities described in the *One-Year Action Plan*, the *Substantial Amendment* to the *FY 2015/2016 Action Plan* and Amendment to the *Five-Year Consolidated Plan* will benefit limited clientele either presumed by HUD to be principally low-to moderate-income persons or households to be identified by way of income verification. As in previous years, the City received funding requests that exceeded its entitlement allocations. The funding recommendations presented are based on the appropriateness with the *Consolidated Plan*, the viability of the project, and the applicant's capacity and prior performance expending HUD funds.

The Administration recommends that the Mayor and City Commission approve the attached resolution adopting the *One-Year Action Plan* for FY 2015-2016, the Substantial Amendment to the *FY2015/2016 Action Plan* and the Amendment to the *Five-Year Consolidated Plan* in

Commission Memorandum – FY 2016/2017 Action Plan June 8, 2016 Page 6 of 6

substantially the attached form, to allow the City to draw down entitlement funds to assist income eligible persons with services and housing, and ensure the timely and compliant expenditure of HUD funds.

The Administration further recommends that the City Manager be authorized to take the following actions: (1) execute all applicable documents relating to the appropriation and allocation of these program funds; (2) submit the One-Year Action Plan, the Substantial Amendment and Amendment to the U.S. Department of Housing and Urban Development (HUD); (3) make minor non-substantial changes to the *One-Year Action Plan* or the *Five-Year Consolidated Plan*, or the resulting agreements (which do not affect the purpose, scope, approved budget and/or intent of the plans); (4) extend the expiration dates of said agreements when necessary; and (5) execute City interdepartmental agreements for recipients of CDBG and HOME funds.

JLM/KØB/MLR/TAE

RESOLUTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAM! BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2016/2017, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; APPROVING A SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2015/2016 ACTION PLAN; APPROVING AN AMENDMENT TO THE FIVE-YEAR CONSOLIDATED PLAN, RECAPTURING \$14,000 IN CDBG FUNDS FROM FISCAL YEAR 2015/2016, TO BE REALLOCATED TO A CITY CAPITAL PROJECT: **AUTHORIZING THE CITY MANAGER TO TAKE THE FOLLOWING ACTIONS: (1) EXECUTE ALL APPLICABLE DOCUMENTS RELATED TO THE APPROPRIATION** AND ALLOCATION OF THESE PROGRAM FUNDS; (2) SUBMIT THE ONE-YEAR ACTION PLAN AND SUBSTANTIAL AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); (3) MAKE MINOR NON-SUBSTANTIAL CHANGES TO THE ONE-YEAR ACTION PLAN OR THE CONSOLIDATED FIVE YEAR PLAN, OR THE RESULTING AGREEMENTS (WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLANS); AND (4) EXTEND THE EXPIRATION DATES OF SAID AGREEMENTS WHEN NECESSARY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS FOR SUB-RECIPIENTS OF CDBG AND HOME PROGRAM FUNDS: AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CITY INTERDEPARTMENTAL AGREEMENTS FOR RECIPIENTS OF CDBG AND HOME PROGRAM FUNDS.

WHEREAS, the City is an entitlement recipient of Federal formula HUD grant programs as follows: Community Development Block Grant (CDBG) funds, and HOME Investment Partnerships (HOME) funds; and

WHEREAS, the City expects to continue to receive entitlement funds from these grant programs to operate the City's housing and community development activities; and

WHEREAS, the *One-Year Action Plan* for Federal funds is a requirement under the U.S. Department of Housing and Urban Development (HUD) formula grant programs, including the CDBG and HOME Programs; and

WHEREAS, the *One-Year Action Plan* for FY 2016/2017 is based upon the City's Federal entitlement of \$834,698 in CDBG funds and \$443,723 in HOME funds; and

WHEREAS, the planning phase was initiated by the City on February 15, 2016, with the issuance of two Requests for Proposals (RFP) for CDBG and HOME program funds, respectively; and

WHEREAS, the Administration reviewed, evaluated, and made recommendations regarding the twelve (12) applications received for CDBG funds and two (2) applications for HOME funds; and

WHEREAS, the resulting CDBG estimated recommendations are incorporated into the FY 2016/2017 *One-Year Action Plan* as follows: \$50,000 to the Office of Community Services for rent, utility and grocery emergency assistance; \$25,050 to Food for Life Network, Inc. for grocery and

meal delivery for persons living with HIV/AIDS; \$18,955 to Empowering Youth, Inc. for youth counseling; \$31,200 to Little Havana Activity & Nutrition Centers of Dade County, Inc. for child care; \$542,554 to the Office of Housing and Community Services for the rehabilitation of the Lottie Apartments; and \$166,939 for administrative allowance; and

WHEREAS, the resulting estimated HOME recommendations are incorporated into the FY 2016/2017 One-Year Action Plan as follows: \$168,555 for the rehabilitation of the Lottie Apartments and \$164,238 for the rehabilitation of the Madeleine Village Apartments, both to be awarded to the Office of Housing and Community Services; \$44,271 for administrative allowance; and \$66,558 for the mandatory CHDO project set-aside; and

WHEREAS, HUD has the right to change its CDBG or HOME award prior to final issuance, altering the recommendations, made above; therefore, the City will increase or decrease these recommendations, as necessary, in order to meet the percentage requirements for each program; and

WHEREAS, the *One-Year Action Plan* for FY 2016/2017 was made available to the public for comment at a public meeting on May 24, 2016; and for a 30-day public review and comment period, from May 5, 2016 through June 6, 2016; and

WHEREAS, CDBG funds have been primarily used to provide vital public services, housing activities, youth centers, and senior centers; and

WHEREAS, HOME Program funds have been primarily used for affordable rental housing activities; and

WHEREAS, the City is required to set-aside a minimum of 15% of its HOME funds allocation to a qualified Community Housing Development Organization (CHDO) project; and

WHEREAS, the City Manager is the HUD-designated agent for all formula grants, and executes the grant applications, agreements, and other applicable HUD documents on behalf of the City, and

WHEREAS, the City has \$14,000 in CDBG funds left over from FY 2015/2016 and the Administration recommends that these funds be recaptured and reallocated to a City capital project to be determined by the Administration.

OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the City's One-Year *Action Plan* for federal funds for Fiscal Year 2016/2017, which includes the budgets for the Community Development Block Grant (CDBG) program and the Home Investment Partnerships (HOME) program; approve a Substantial Amendment to the Fiscal Year 2015/2016 *Action Plan;* and approve an amendment to the *Five-Year Consolidated Plan* recapturing \$14,000 in CDBG funds from Fiscal Year 2015/2016, to be reallocated to a City capital project; authorize the City Manager to take the following actions: (1) execute all applicable documents related to the appropriation and allocation of these program funds; (2) submit the One-Year *Action Plan* and *Substantial Amendment* to the U. S. Department of Housing and Urban Development (HUD); (3) make minor non-substantial changes to the One-Year *Action Plan* or the *Consolidated Five-Year Plan*, or the resulting agreements (which do not affect the purpose, scope, approved budget and/or intent of the plans); and (4) extend the expiration dates of said agreements when necessary; and authorize the Mayor and City Clerk to execute agreements for sub-recipients of CDBG and HOME

program funds; and further authorize agreements for recipients of CDBG and			interdepartmental
PASSED AND ADOPTED this	day of	, 2016.	
ATTEST:			
RAFAEL E. GRANADO, CITY CLERK		PHILIP LEVINE, N	MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

F:\RHCD\ALL\HSG-CD\CDBG\CDBG FY20165-2017\ACTION PLAN\HUD FY 16-17 ACTION PLAN RESO 5-19-2016

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the City Manager to recapture and reallocate \$81,080 of HOME Investment Partnerships (HOME) funds to the London House Apartments project to ensure compliance with the United States Housing and Urban Development Department (HUD) rules and regulations regarding the timely expenditure of funds.

Key Intended Outcome Supported:

Increase access to workforce or affordable housing.

Supporting Data (Surveys, Environmental Scan, etc.): Based on the Community Satisfaction Survey, 33% of businesses rated the lack of affordable housing in Miami Beach as their most important challenge.

Issue:

Shall the City approve the recapture and reallocation of HOME Program funds for the rehabilitation of the London House Apartments

Item Summary/Recommendation:

As an entitlement community, the City receives an annual allocation of HUD funding. HUD requires entitlement jurisdictions to submit a *Five-Year Consolidated Plan* which establishes the strategic framework upon which the City utilizes its funds. The Consolidated Plan is augmented and refined by the City's annual submission of a *One-Year Action Plan* which delineates the specific projects and activities funded by each year's HUD allocation. The City has historically used HOME funds for multi-family rental housing.

The City previously awarded \$500,000 of FY 2010/2011 HOME funds to Miami Beach Community Development Corporation's (MBCDC) Barclay Apartments project. Currently \$299,722 has been drawn and expended by MBCDC in the project, leaving a balance of \$200,278. At the April 9, 2014 City Commission meeting, through Resolution No. 2014-28536, \$119,198 of that balance was recaptured. At that time, MBCDC still controlled ownership of the property and the future of the property was unclear, so the remaining \$81,080 remained committed to the project.

Since the City has now taken ownership of the Barclay Apartments, the MBCDC project terminated, and the City does not intend to develop the property for individuals/families with household income at or below 80% of Area Median Income (AMI), the funds must be recaptured from the MBCDC project and recommitted in the IDIS system to a HOME-eligible housing project. The Commission approved the use of the Barclay Apartments as workforce housing serving households earning up to 140% AMI at its May 6, 2015 meeting. The London House project meets the eligibility criteria and has additional funding needs that were anticipated.

The Administration recommends approval of the recapture of funds and reallocating the funds to the London House project to ensure compliance with HUD's timeliness standards and sufficient funding to complete the project.

Advisory Board Recommendation:

NA

Financial Information:

Source of		Amount	Account
Funds:	1	\$81,080	151.5222.000349
Q4. //	2		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Maria Ruiz

Sign-Offs: Department Director	Assistant City Manager		City Manager
MLR	кдв	JLM	m

T:\AGENDA\2016\June 8\Housing and Community Services\Barclay HOME Funds Recapture Summary



AGENDA ITEM <u>C7G</u>

DATE <u>6-8-16</u>

Approved



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO RECAPTURE AND REALLOCATE \$81,080 OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDS TO THE LONDON HOUSE APARTMENTS PROJECT TO ENSURE COMPLIANCE WITH UNITED STATES HOUSING AND URBAN DEVELOPMENT DEPARTMENT (HUD) RULES AND REGULATIONS REGARDING THE TIMELY EXPENDITURE OF FUNDS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City is a U.S. Department of Housing and Urban Development (HUD)-designated entitlement community, as determined by the decennial census information on population growth lag, age of housing stock, and poverty. The HOME Investment Partnership (HOME) Program was created in 1992 providing funding specifically for affordable housing. HUD allocates these funds to strengthen public/private partnerships and expand the supply of decent, safe, sanitary, and affordable housing for low-income families. The City has received HOME funds since the program's inception.

As an entitlement community, the City receives an annual allocation of HUD funding. HUD requires entitlement jurisdictions to submit a Five-Year Consolidated Plan which establishes the strategic framework upon which the City utilizes its funds. The Consolidated Plan is augmented and refined by the City's annual submission of a One-Year Action Plan which delineates the specific projects and activities funded by each year's HUD allocation. The City has historically used HOME funds for multi-family rental housing.

The HOME Program has timeliness requirements regarding the expenditure of funds. Funds must be committed to a project within two years of City's receipt, and expended within five years. HUD further requires its entitlement jurisdictions to ensure that funded activities are carried out in the defined project scope and within the timeframe allowed. The City's Action Plan is monitored throughout the year to ensure compliance with federal regulations and progress towards the National Objective, which stipulates that HOME-funded activities must create housing units that benefit low- and moderate-income persons who earn at or below 80% of the area median income (AMI).

HOME Recapture and Reallocation June 8, 2016 Page 2

From time-to-time if the City recaptures and reallocates funds it may be necessary for the City to process a "Substantial Amendment" to the *Five Year Consolidated Plan* or the *One Year Action Plans* to allow for the funding of new activities, modification of existing activities, or other program administrative actions. This reallocation does not constitute a substantial amendment based on the following criteria:

- It does not add an additional activity that has not already been defined in the Consolidated Plan or Action Plan;
- The deletion of the Barclay Apartments Project has already occurred in the Consolidated Plan or Action Plan;
- There is no change in the purpose, scope, location or beneficiaries previously described in the *Consolidated* or *Action Plan*;
- The change in the use of funds does not increase the funding of the London House Apartments by 10% or more during the fiscal year.

ANALYSIS

The City previously awarded \$500,000 of FY 2010/2011 HOME funds to Miami Beach Community Development Corporation's (MBCDC) Barclay Apartments. The funds were to be utilized to modernize the elevator and upgrade the electrical systems to meet the requirements of the 40-Year Building Re-Certification. Currently \$299,722 has been drawn and expended by MBCDC in the project, leaving a balance of \$200,278. At the April 9, 2014 City Commission meeting, through Resolution No. 2014-28536, \$119,198 of that balance was recaptured. At that time, MBCDC still controlled ownership of the property and the future of the property was unclear, so the remaining \$81,080 remained committed to the project for the following purposes:

\$ 6,408	Elevator Machine Room Contractor Retainage
\$ 6,300	Elevator Modernization Contractor Retainage
\$68,372	Electrical Contractor Remaining Contract Costs
\$81,080	

Since the City has now taken ownership of the Barclay; the MBCDC project terminated; and the City does not intend to develop the property for individuals/families with household income at or below 80% of Area Median Income (AMI); the funds must be recaptured from the MBCDC project and recommitted in the IDIS system to a HOME-eligible housing project. The London House Apartments project meets the eligibility criteria and has additional funding needs that were anticipated.

CONCLUSION

The Administration recommends approval of the recapture of funds and reallocating the funds to the London House Apartments to ensure compliance with HUD's timeliness standards and sufficient funding to complete the project.



T:\AGENDA\2016\June 8\Housing and Community Services\Barclay HOME Funds Recapture Memo

RESOLUTION NO.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO RECAPTURE AND REALLOCATE \$81,080 OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDS TO THE CITY'S LONDON HOUSE APARTMENTS PROJECT TO ENSURE COMPLIANCE WITH UNITED STATES HOUSING AND URBAN DEVELOPMENT DEPARTMENT (HUD) RULES AND REGULATIONS REGARDING THE TIMELY EXPENDITURE OF FUNDS.

- **WHEREAS**, the City is an entitlement recipient of HUD formula grant programs as follows: Community Development Block Grant (CDBG) funds, and HOME Investment Partnership (HOME) funds; and
- **WHEREAS**, CDBG funds are used to provide vital public services, housing activities, code enforcement, and improvements to public facilities; HOME funds are used for affordable housing activities, including multi-family rentals; and
- **WHEREAS**, the City expects to continue to receive entitlement funds from these grant programs to operate the City's housing and community development activities; and
- **WHEREAS**, the *Action Plan* for Federal funds is a requirement under HUD's formula grant programs, which include the CDBG and HOME Program; and
- WHEREAS, HOME and CDBG stipulate that funds be expended within timeliness guidelines as delineated in 24 CFR Part 570 and 24 CFR Part 92, among others; and
- WHEREAS, the rehabilitation of the Barclay Apartments Project (Barclay Project) by Miami Beach Community Development Corporation (MBCDC) was terminated and the City acquired title to the property; and
- WHEREAS, HOME funds, in the amount of \$81,080, were committed to the Barclay Project for MBCDC to rehabilitate the Barclay Apartments and have not been expended; and
- WHEREAS, those HOME funds remain committed to MBCDC in the HUD Integrated Disbursement and Information System (IDIS) and could jeopardize the City's ability to meet the HUD expenditure deadlines; and
- **WHEREAS**, the City wishes to recapture the HOME funds and award the funds to the London House Apartments Project; and
- **WHEREAS**, the London House Apartments project, for which the City has taken ownership, has a shortfall in available funds to complete the rehabilitation; and
- **WHEREAS**, the City Manager is the designated agent for all HUD formula grants, and executes the grant applications, grant agreements, and other applicable HUD documents on behalf of the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to recapture and reallocate \$81,080 of HOME Investment Partnership (HOME) funds to the City's London House Apartments Project to ensure compliance with United States Housing and Urban Development Department (HUD) rules and regulations regarding the timely expenditure of funds.

PASSED AND ADOPTED this	day of	, 2016.
ATTEST:		
CITY CLERK	MAYOR	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney Kill

T:\AGENDA\2016\June 8\Housing and Community Services\Barclay HOME Funds Recapture Reso

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY **ACCEPTING** THE WRITTEN OF MIAMI BEACH. FLORIDA. RECOMMENDATION OF THE CITY MANAGER (AS SET FORTH IN THE COMMISSION **MEMORANDUM ACCOMPANYING** THIS RESOLUTION) AND WAIVING, BY A 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND APPROVING AND AUTHORIZING **PARKS** AND RECREATION DEPARTMENT DEPARTMENT) TO PURCHASE AIRFARES. HOTELS. MEALS. LOCAL **TRANSPORTATION** AND **ANY** ASSOCIATED LEAGUE TOURNAMENT FEES TO BE UTILIZED BY THE DEPARTMENT'S PARTICIPANTS IN PROGRAMS AND ACTIVITIES INCLUDING, BUT NOT LIMITED TO, ATHLETICS, SPORTS, TEENS, SENIORS AND TODDLERS FOR OUT OF TOWN TRAVEL, LOCAL EVENTS AND BANQUETS: SAID WAIVER SHALL BE AUTHORIZED FOR A PERIOD OF THREE (3) YEARS, ON A YEAR TO YEAR BASIS. CONTINGENT UPON CITY COMMISSION **APPROVAL** OF THE **DEPARTMENT'S** RELATED BUDGET ALLOCATION(S) DURING THE ADOPTION OF THE CITY'S ANNUAL BUDGET, THE DEPARTMENT'S FUND RAISING EFFORTS AND RECEIPT OF SPONSORSHIPS, DONATIONS, GRANTS, AND OTHER FUNDING SOURCES.

BACKGROUND

At the June 5, 2013 City Commission Meeting, Resolution No. 2013-28228 (Exhibit A) was passed approving the waiving, by a 5/7th vote, the formal competitive bidding requirements for the purchase of airfares, hotel, meals, local transportation, program expenses and any associated league and tournament fees and the purchase of prepared foods and related products, to be utilized by the participants of the Parks and Recreation Department (the Department) in programs and activities including, but not limited to, athletics, sports, out-of-town travel and in-house local events and expenses for a period of three (3) years, which approval expires on June 4, 2016.

As part of athletics and other year-round programs, the Recreation Division of the Department has historically participated in various competitive travel youth sport leagues and competitions. A portion of the funding for these activities is included in the Department's General Fund budget. Additionally, the balance of the funds for these trips may come from a number of sources such as sponsorships, parents' support, fundraising activities by the participants and other efforts in order to cover the travel costs to various competitions, leagues and games throughout the year.

These raised funds are then deposited into the Department's Donations and

Contributions Account (011.0950.000353) and then the Department can charge the account to pay for the various fees incurred for the program.

Also, as part of the Department's continued service to its participants and residents, the Department hosts various in-house events, banquets and activities that feature prepared foods, products and related program expenses. These may include events for the City's special needs participants, banquets for our athletic teams and other City sponsored events for the residents and park patrons.

The Parks and Recreation Department will work with the respective City departments to stay in compliance with the City's established budgetary, procurement and administrative procedures.

CITY MANAGER'S RECOMMENDATION

The City Manager recommends that the Mayor and City Commission waive the formal competitive bidding requirement, by a 5/7th vote, as permitted under section 2-367(e) of the City Code, as being in the best interest of the City.

CONCULSION

JLW/EC/

With the expiration of Resolution No. 2013-28228 in June 2016, the Administration recommends adopting the Resolution, waiving, by a 5/7th vote, the formal competitive bidding requirement, and approving and authorizing the purchase of airfares, hotel, meals, local transportation and any associated league and tournament fees to be utilized by the Department's participants in programs and activities including, but not limited to, athletics, sports, teens, seniors and toddlers for out-of-town travel, local events and banquets for a period of three (3) years, on a year-to-year basis, contingent upon funding availability.

Attachment Exhibit A -- Resolution No. 2013-28228

Exhibit A

Resolution No. 2013-28228

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY A 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE PURCHASE OF AIRFARES, HOTELS, MEALS, LOCAL TRANSPORTATION, PROGRAM EXPENSES AND ANY ASSOCIATED LEAGUE AND TOURNAMENT FEES AND THE PURCHASE OF PREPARED FOODS AND RELATED PRODUCTS, TO BE UTILIZED BY THE CITY OF MIAMI BEACH PARKS AND RECREATION DEPARTMENT'S PARTICIPANTS IN PROGRAMS AND ACTIVITIES INCLUDING, BUT NOT LIMITED TO, ATHLETICS, SPORTS. OUT OF TOWN TRAVEL AND IN-HOUSE LOCAL EVENTS AND PROGRAMS; SAID WAIVER SHALL BE AUTHORIZED FOR A PERIOD OF THREE (3) YEARS, ON A YEAR TO YEAR BASIS, CONTINGENT UPON CITY COMMISSION APPROVAL OF THE **BUDGET** DEPARTMENT'S RELATED ALLOCATION(S). DEPARTMENT'S FUND RAISING EFFORTS AND RECEIPT OF SPONSORSHIPS, DONATIONS, GRANTS, AND OTHER FUNDING SOURCES.

WHEREAS, the Parks and Recreation Department ("Department") is charged with the goal of providing safe, educational, and fun-filled programming for all ages; and

WHEREAS, the Recreation Division's core budgeted programming components include:

- After School
- Summer Day Camps and Specialty Camps
- Athletics
- Special Events
- Senior Programming
- Special Populations; and

WHEREAS, as part of the Athletic and other year-round programs, the Recreation Division has historically participated in various competitive youth sport leagues and competitions which have included travel; and

WHEREAS, the City of Miami Beach has various competitive teams, including, but not limited to:

- The Miami Beach Cheerleading's X-treme Team, Levels I and II,
- The Miami Beach Youth Soccer Teams ages U8-U16,
- The "Unique Starz" Competitive Dance Team,
- Traveling Baseball,
- Traveling Basketball; and

WHEREAS, the teams and programs are asked to fund raise in order to help cover the program's travel costs to various competitions, leagues, and games throughout the year and some of this funding is included in the Department's General Fund budget, although a majority of the funds for these trips come from sponsorships, parents' support, car washes, garage sales, bake sales, and various other efforts; and

WHEREAS, the Department also has other programs such as the Miami Beach Teen Club and the Senior Scenes Program that may also travel locally, within the State, and out-of-State for educational and recreational outings; and

WHEREAS, the Department plans to continue its normal practice for all travel expenses by obtaining three competitive quotes for airfare/transportation and hotel accommodations for all travel expenses; and

WHEREAS, as part of the Recreation Division's continued service to its participants and residents, the Division hosts various in-house events, banquets, and activities that feature prepared food, food products, and related program expenses; and,

WHEREAS, these events may include, but are not limited to, events for our special needs participants, banquets for our athletic teams, and other City sponsored events for residents and park patrons; and

WHEREAS, the Department purchases the prepared food, food products, and related supplies for the Division hosted in-house events, banquets, and activities; and

WHEREAS, the Department plans to continue its practice for all travel and in-house event expenditures by obtaining three competitive quotes for airfare/transportation, hotel accommodations for all travel expenses, local events and banquets, and processing all required documentation in compliance with the City's established budgetary, procurement, and administrative procedures to ensure compliance; and

WHEREAS, the Administration recommends that the City Commission approve waiving. by a 5/7th vote, the formal competitive bidding requirements, finding such waiver to be in the City's best interest, for the purchase of airfares, hotels, meals, local transportation program expenses, and the purchase of prepared foods and related expenses utilized by the City of Miami Beach Parks and Recreation Department athletics, sports, out-of-town travel, and inhouse local events and program expenses for a period of three (3) years, on a year-to-year basis, contingent upon City Commission approval of the Department's related budget allocation(s), fund raising efforts, sponsorships, receipt of donations, grants, and other funding sources.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby waive by a 5/7th vote, the formal competitive bidding requirements, finding such waiver to be in the City's best interest, for the purchase of airfares, hotels, meals, local transportation program expenses, and the purchase of prepared foods and related expenses utilized by the City of Miami Beach Parks and Recreation Department athletics, sports, out-of-town travel, and in-house local events and program expenses for a period of three (3) years, on a year-to-year basis, contingent upon City Commission approval of the Department's related budget allocation(s), fund raising efforts, sponsorships, receipt of donations, grants, and other funding sources.

PASSED and ADOPTED this 5th day of June, 2013.

ATTEST:

PPROVED AS TO **FORM & LANGUAGE**

& FOR EXECUTION

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RESOLUTION	NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH. FLORIDA. ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY A 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND APPROVING AND AUTHORIZING THE CITY'S PARKS AND RECREATION DEPARTMENT (THE DEPARTMENT) TO PURCHASE AIRFARES, HOTELS, MEALS, LOCAL TRANSPORTATION AND ANY ASSOCIATED LEAGUE AND TOURNAMENT FEES TO BE UTILIZED BY THE DEPARTMENT'S PARTICIPANTS IN PROGRAMS AND ACTIVITIES INCLUDING, BUT NOT LIMITED TO, ATHLETICS, SPORTS, TEENS, SENIORS AND TODDLERS FOR OUT OF TOWN TRAVEL, LOCAL EVENTS AND BANQUETS; SAID WAIVER SHALL BE AUTHORIZED FOR A PERIOD OF THREE (3) YEARS, ON A YEAR TO YEAR BASIS, CONTINGENT UPON CITY COMMISSION APPROVAL OF THE DEPARTMENT'S RELATED BUDGET ALLOCATION(S) DURING THE ADOPTION OF THE CITY'S ANNUAL BUDGET, THE DEPARTMENT'S FUND RAISING EFFORTS AND RECEIPT OF SPONSORSHIPS, DONATIONS, **GRANTS, AND OTHER FUNDING SOURCES.**

WHEREAS, at the June 5, 2013 City Commission Meeting, the Mayor and City Commission adopted Resolution No. 2013-28228 approving and waiving, by a 5/7th vote, the formal competitive bidding requirement for the purchase of airfares, hotel, meals, local transportation, program expenses and any associated league and tournament fees, and the purchase of prepared foods and related products, to be utilized by the Parks and Recreation Department's (the Department) participants in programs and activities including, but not limited to, athletics, sports, out-of-town travel and in-house local events and expenses for a period of three (3) years; and

WHEREAS, the Recreation Division of the Department has historically participated in various competitive travel youth sport leagues and competitions and a portion of the funding for these activities is included in the Department's General Fund budget; and

WHEREAS, the balance of the funds for these trips may come from a number of sources such as sponsorships, parents' support, fundraising activities by the participants and various other efforts in order to cover the travel costs to various competitions, leagues and games throughout the year; and

WHEREAS, these raised funds are then deposited into the Department's Donations and Contributions Account and then the Department can charge the account to pay for the various fees incurred for the programs and activities; and

WHEREAS, the Department hosts various in-house events, banquets and activities that feature prepared foods, products and related program expenses, which may include events for the City's special needs participants, banquets for our athletic teams and other City sponsored events for the residents and park patrons; and

WHEREAS, Resolution No. 2013-28228 will expire on June 4, 2016 and the City Manager recommends waiving, by 5/7th vote, the formal competitive bidding requirement, as

being in the best interest of the City; and

WHEREAS, the Administration recommends the approval of the purchase of airfares, hotels, meals, local transportation and associated league and tournament fees in connection with the program and activities.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the written recommendation of the City Manager (as set forth in the City Commission memorandum accompanying this Resolution) and waive, by a 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the City's best interest; and approve and authorize the City's Parks and Recreation Department (the Department) to purchase airfares, hotels, meals, local transportation and any associated league and tournament fees to be utilized by the Department's participants in programs and activities including, but not limited to, athletics, sports, teens, seniors and toddlers for out of town travel, local events and banquets; said waiver shall be authorized for a period of three (3) years, on a year to year basis, contingent upon City Commission approval of the Department's related budget allocation(s) during the adoption of the City's annual budget, the Department's fund raising efforts and receipt of sponsorships, donations, grants, and other funding sources.

PASSED and ADOPTED this 8th day of June, 2016.

ATTEST:		
	PHILIP LEVINE, MAYOR	
RAFAEL E. GRANADO, CITY CLERK		

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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Condensed Title:

A Resolution Approving And Authorizing The City Manager To Execute, Substantially In The Form Attached To This Resolution, Amendment No. 1 To The Agreement Between The City And T2 Systems Canada, Inc (T2 Systems) Formerly Known As Digital Payment Technologies Corp. (DPT), For Parking Products And Associated Installation And Maintenance Services, Dated August 10, 2012; Said Amendment Extending The Warranty Coverage Under The Agreement For The Remaining Three (3) Year Period, Based Upon The Established Rates Under The Agreement; And Further Extending The Term Of The Agreement For An Additional Three (3) Year Period, Commencing On August 11, 2016 And Expiring On August 10, 2019, Coterminous With The Extended Warranty Term.

Key Intended Outcome Supported:

Streamline the delivery of services through all departments.

Supporting Data (Surveys, Environmental Scan, etc.): The City has a total of 4,536 metered spaces in parking lots and 3,888 on-street metered spaces.

Item Summary/Recommendation:

On August 10, 2012, the City entered into an agreement with Digital Payment Technologies Corp. ("DPT") pursuant to the Mayor and Commissions award of Request for Proposals (RFP) No. 46-10/11 for the purchase and installation of new multi-space pay stations for the City's on-street and off-street parking locations.

The term of the Agreement was for a period of two (2) years which could be extended for a further period by the parties in writing subject to the sole discretion and approval of the City. The initial term expired August 9, 2014 and was extended for an additional two (2) years with a new expiration of August 9, 2016.

Additionally, DPT, a Canadian corporation was purchased by T2 Systems Canada Inc., a Canadian corporation as of January 1, 2015; therefore, all references to DPT throughout the Agreement shall be replaced with T2 Systems Canada Inc., a Canadian corporation ("T2 Systems").

The scope of the agreement related to the purchase of new multi-space pay stations has been completed. At this time, the contractor is providing extended maintenance and support to the existing equipment. Additionally, they are providing real-time connectivity services and access to reporting software.

The City would be best served by continuing services by the current provider since it is not feasible to replace the entire system. To this end, an Amendment to the Agreement is necessary in order to extend the current agreement.

Administration Recommendation: Adopt the Resolution.

Financial Information:

Source of		Amount	Account
Funds:	1	428,200 _V	480-0462-000325
004	2	282,000 _V	480-0463-000325
I legt	3		
ОВРІ	Total	710,200	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Saul Frances

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF	KGB_//	JLM 19 1
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MIAMIBEACH

AGENDA ITEM C7I
DATE 6-8-16



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND T2 SYSTEMS CANADA, INC (T2 SYSTEMS) FORMERLY KNOWN AS DIGITAL PAYMENT **TECHNOLOGIES** CORP. (DPT), FOR **PARKING PRODUCTS** AND **ASSOCIATED** INSTALLATION AND MAINTENANCE SERVICES. DATED AUGUST 10. 2012: SAID AMENDMENT EXTENDING THE WARRANTY COVERAGE UNDER THE AGREEMENT FOR THE REMAINING THREE (3) YEAR PERIOD, UPON BASED THE **ESTABLISHED RATES** UNDER AGREEMENT: AND FURTHER EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR PERIOD, COMMENCING ON AUGUST 11, 2016 AND EXPIRING ON AUGUST 10. 2019, COTERMINOUS WITH THE EXTENDED WARRANTY TERM.

ADMINISTRATION RECOMMENDATION

Approve Amendment No. 1 to the Agreement between the City of Miami Beach and T2 Systems Canada Inc. for parking products and associated installation and maintenance services.

BACKGROUND AND ANALYSIS

On April 11, 2012, the Mayor and City Commission approved Resolution No. 2012-27891, relating to Request for Proposals (RFP) No. 46-10/11 for the purchase and installation of new multi-space pay stations for the City's on-street parking locations; authorizing the Administration to enter into negotiations with top ranked firm, Digital Payment Technologies Corp. ("DPT"); and further authorizing the Mayor and City Clerk to execute an agreement upon completion of successful negotiations by the Administration.

On August 10, 2012, the City entered into an agreement with DPT, pursuant to the RFP for the purchase and installation of new multi-space pay stations for the City's on-street and off-street parking locations.

June 8, 2016 T2 – Amendment No. 1 Page 2 of 3

T2 Systems (T2), a global leader in parking technology, offers high quality and reliable proprietary hardware and software products consisting of their Digital Luke II pay stations, BOSS software, and Digital Iris management system.

The Digital Luke II BOSS software, and Digital Iris management system used by the City are exclusive and proprietary of T2. More specific details around the proprietary nature of these products include:

- The Digital Iris SaaS (Software as a Service) connecting all Digital Luke II pay stations is developed and hosted by T2 systems. No other software or management system other than Iris will support the Digital Luke II hardware.
- Firmware required to maintain PCI compliance on the Digital Luke II pay station may only be developed and supported by T2.
- Specific components in the pay station, such as the printer and its firmware, have been designed with a third party to only work with the Digital Luke II pay station and may only be sourced through T2.
- Any attempt to change out any component within the Digital Luke II pay station would void the existing CSA/UL listing.
- The Digital Luke II pay station will only support rates and configuration settings provided by T2's BOSS configuration software.
- The Digital Luke II pay station has a unique industrial design that is only manufactured and supplied by T2.

The term of the Agreement was for a period of two (2) years which could be extended for a further period by the parties in writing subject to the sole discretion and approval of the City. The initial term expired August 9, 2014 and was extended for an additional two (2) years, including the corresponding extended warranty with a new expiration of August 9, 2016.

The Agreement further provided the City with an additional two (2) year manufacturer's warranty, with the option of extending the maintenance and warranty for the pay stations for an additional five (5) years.

The scope of the agreement related to the purchase of new multi-space pay stations has been completed. At this time, the contractor is providing extended maintenance and support to the existing equipment. Additionally, they are providing real-time connectivity services and access to reporting software.

Additionally, DPT, a Canadian corporation was purchased by T2 Systems Canada Inc., a Canadian corporation as of January 1, 2015; therefore, all references to DPT throughout the Agreement shall be replaced with T2 Systems Canada Inc., a Canadian corporation ("T2 Systems").

The City would be best served by continuing services by the current provider since it is not feasible to replace the entire system. To this end, an Amendment to the Agreement is necessary in order to extend the current agreement.

June 8, 2016 T2 – Amendment No. 1 Page 3 of 3

Therefore, the Administration recommends executing an Amendment to the Agreement, extending the term of the Agreement and the extended warranty period for an additional period of three years, commencing on August 11, 2016 and expiring on August 10, 2019.

Please note T2 is agreeable to the extension of the existing agreement under the same terms and conditions.

RECOMMENDATION

It is recommended that the Mayor and City Commission approve Amendment No. 1 to the agreement between the City of Miami Beach and T2 Systems Canada Inc., substaptially in the form attached hereto as Exhibit A.

JLM/KØB/SF

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Exhibit A - Proposed Amendment No. 1

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Authorizing The Acceptance Of A Donation Of Six (6) K9 Bulletproof Vests, With An Approximate Total Value of \$4,400, From Protect The Paws, A South Florida Charity, For Use by the Miami Beach Police Department.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.):

Item Summary/Recommendation:

Protect the Paws is a local, nonprofit organization based in Miami, Florida. It was founded in 2011 and its aim is to raise funds for the purchase of bulletproof vests for K9s within the various police departments in South Florida.

Protect The Paws recently contacted the Miami Beach Police Department (MBPD) to explain that it had received two offers to provide sufficient funds to Protect The Paws for the purchase of a total of six (6) bulletproof vests for the MBPD's K9 Unit. Protect The Paws will be the official donor.

The vests will not be used during general patrol but in certain, higher-threat situations, thus providing ballistic protection to the K9s in those situations.

Protect The Paws is a local organization in good standing.

It is recommended that the donation be accepted.

Advisory Board Recommendation:

NΔ

Financial Information:

Source of		Amount	Account
Funds:	1		
N/A	2		
	3		
OBPI	Total		

City Clerk's Office Legislative Tracking:

Chief of Staff Wendy Rich-Goldschmidt ext. 3054

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates 256		M

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AGENDA ITEM C75
DATE 6-8-1C

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, TO ACCEPT A DONATION OF SIX (6) K9 BULLETPROOF VESTS FROM PROTECT THE PAWS. AN ORGANIZATION DEDICATED TO THE PROTECTION OF K9s THROUGHOUT SOUTH FLORIDA, WITH AN APPROXIMATE TOTAL **VALUE OF \$4,400.**

ADMINISTRATION RECOMMENDATION

Accept the donated items.

HISTORY/BACKGROUND

Protect the Paws is a local, nonprofit organization based in Miami, Florida. It was founded in 2011 and its aim is to raise funds for the purchase of bulletproof vests for K9s within the various police departments in South Florida.

Protect The Paws recently contacted the Miami Beach Police Department (MBPD) to explain that it had received two offers to provide sufficient funds to Protect The Paws for the purchase of a total of six (6) bulletproof vests for the MBPD's K9 Unit. Protect The Paws will be the official donor.

The vests will not be used during general patrol but in certain, higher-threat situations, thus providing ballistic protection to the K9s in those situations.

Protect The Paws is a local organization in good standing.

FISCAL IMPACT:

There are no costs associated with accepting the donation.

JLM/ĎJO/DW

T:\agenda\2016\JUNE\POLICEDEPARTMENT\Com_memo_K9

RESOLUTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, TO ACCEPT A DONATION OF SIX (6) K9 BULLETPROOF VESTS FROM PROTECT THE PAWS, AN ORGANIZATION DEDICATED TO THE PROTECTION OF K9s THROUGHOUT SOUTH FLORIDA, WITH AN APPROXIMATE TOTAL VALUE OF \$4.400.

WHEREAS, Protect the Paws is a local, non-profit organization dedicated to the raising of funds to purchase bulletproof vests for K9s throughout South Florida; and

WHEREAS, Protect The Paws has received two offers that together will provide sufficient funds to enable it to purchase and donate six (6) bulletproof vests, with a total value of approximately \$4,400, to the Miami Beach Police Department; and

WHEREAS, the selection of vendor and proposed purchase are absolutely the choice of Protect The Paws, the donor; and

WHEREAS, the Miami Beach Police Department has a professional and committed K9 team consisting of eleven (11) dogs; and

WHEREAS, the vests will provide ballistic protection to the K9s and, in doing so, will enable them to contribute to making the City of Miami Beach a safer place to live, work and play.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, Authorizing The City Of Miami Beach, On Behalf Of The Miami Beach Police Department, To Accept A Donation Of Six (6) K9 Bulletproof Vests From Protect The Paws, An Organization Dedicated To The Protection Of K9s Throughout South Florida, With An Approximate Total Value Of \$4,400.

PASSED and ADOPTED this	day of June, 2016.
ATTEST BY:	
	MAYOR PHILIP LEVINE
RAFAEL E. GRANADO, CITY CLERK	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION 5 (25)

City Attorney

Date

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-124-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN CRITERIA PROFESSIONAL SERVICES FOR MIXED-USE PARKING GARAGES

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination.

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The Administration desires to select a design criteria professional to develop design criteria packages, as required by Section 287.055, Florida Statutes, for the issuance of design-build projects to develop parking garages which may include the following locations. The City may add or remove sites from the list below as deemed necessary.

- 1. Police Station/12th Street Garage (Garage 2)
- 2. Collins/13th Street (Parking Lot 16)
- 3. Washington/10th Street (Parking Lot 13)
- 4. 2660 Collins Ave (Parking Lot 55)
- 5. 930 Washington Ave (Parking Lot12)
- 6. Terranova 830 W 42nd St (Parking Lot 62)
- 7. 1623 West Ave (Parking Lot 23)
- 8. 1671 West Ave (Parking Lot 24)
- 9. Fire Station 1 / Parking Garage at Flamingo Park
- 10. Collins Park Garage

To select a qualified design criteria firm, on April 13, 2016, the City Commission approved to issue the Request for Qualifications (RFQ) No. RFQ 2016-124-KB for Architectural and Engineering Design Criteria Professional Services for Mixed-Use Parking Garages. On April 20, 2016, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on May 3, 2016. RFQ responses were due and received on May 20, 2016. The City received proposals from the following firms: BEA Architects, Inc. and DESMAN Inc.

The Evaluation Committee convened on May 26, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ.

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission approve the resolution authorizing the Administration to enter into negotiations with the top ranked proposer, DESMAN, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the second highest ranked proposer, BEA Architects, Inc.; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.

RECOMMENDATION

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Source		Amount	Account
of Funds:	1		The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.
OBPI	Total		

City Clerk's Office Legislative Tracking:

Alex Denis, David Martinez
Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM AD	EC C MT	JLM 1

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AGENDA ITEM C7 K
DATE 6-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF

MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-124-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN CRITERIA

PROFESSIONAL SERVICES FOR MIXED-USE PARKING GARAGES

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Maximize The Miami Beach Brand As A World Class Destination.

FUNDING

The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.

BACKGROUND

The Administration desires to select a design criteria professional to develop design criteria packages, as required by Section 287.055, Florida Statutes, for the issuance of design-build projects to develop parking garages which may include the following locations. The City may add or remove sites from the list below as deemed necessary.

- 1. Police Station/12th Street Garage (Garage 2)
- 2. Collins/13th Street (Parking Lot 16)
- 3. Washington/10th Street (Parking Lot 13)
- 4. 2660 Collins Ave (Parking Lot 55)
- 5. 930 Washington Ave (Parking Lot12)
- 6. Terranova 830 W 42nd St (Parking Lot 62)
- 7. 1623 West Ave (Parking Lot 23)
- 8. 1671 West Ave (Parking Lot 24)
- 9. Fire Station 1 / Parking Garage at Flamingo Park
- 10. Collins Park Garage

The projects encompass professional architectural/engineering consulting services to furnish sufficient information to permit Design-Build firms to prepare a bid or a response to the City's request for proposal, or to permit the City to enter into a negotiated Design-Build contract. The Design Criteria Package must at a minimum specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, plus parking, retail spaces, housing requirements applicable to the project.

Request For Qualifications (RFQ) No. 2016-124-KB, for Architectural and Engineering Design Criteria Professional Services for Mixed-Use Parking Garages
June 8, 2016
Page 2

Proposals were requested from professional consulting architectural/engineering firms which have proven experience in the preparation of Design Criteria Package for Parking Garage with other facilities such as retail spaces, housing and public spaces. The successful firm must have the financial resources and technical expertise to provide the services requested in this RFQ and prepare the associated contract documents.

RFQ PROCESS

On April 13, 2016, the City Commission approved to issue the Request for Qualifications (RFQ) No. RFQ 2016-124-KB for Architectural and Engineering Design Criteria Professional Services for Mixed-Use Parking Garages. On April 20, 2016, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on May 3, 2016. RFQ responses were due and received on May 20, 2016. The City received a total of two (2) proposals. The City received proposals from the following firms: BEA Architects, Inc. and DESMAN Inc.

On May 17, 2016, the City Manager, via Letter to Commission (LTC) No. 212-2016, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Monica Beltran, Assistant Director, Parking Department, City of Miami Beach
- Sabrina Baglieri, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Deborah Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach

The City Manager also considered the following individuals as alternates:

- Rocio Alba, Administrative Services Manager, Parking Department, City of Miami Beach
- Roberto Rodriguez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach

However, Deborah Tackett, Preservation and Design Manager, Planning Department, was unable to participate as an evaluation committee member. As such, via LTC No. 224-2016 the City Manager appointed the following individuals to serve on the Evaluation Committee or as an alternate as available:

- Michael Belush, Planning and Zoning Manager, Planning Department, City of Miami Beach
- James Murphy, Principal Planner, Planning Department, City of Miami Beach

The Evaluation Committee convened on May 26, 2016 to consider proposals received. Ms. Monica Beltran and Ms. Deborah Tackett were unable to attend and therefore Ms. Rocio Alba and Mr. Michael Belush participated as alternates. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

Request For Qualifications (RFQ) No. 2016-124-KB, for Architectural and Engineering Design Criteria Professional Services for Mixed-Use Parking Garages
June 8, 2016
Page 3

EVALUATION COMMITTEE Request for Qualifications (RFQ) No. 2016-124-KB, for Architectural and Engineering Design Criteria Professional Services for Mixed-Use Parking Garages	Sabrina Baglieri	Ranking	Rocio Alba	Ranking	Michael Belush	Ranking	LOW AGGREGATE TOTALS	Rank
DESMAN Inc.	103	1	95	1	98	1	3	1
BEA Architects	90	2	75	2	85	2	6	2

CITY MANAGER'S RECOMMENDATION

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission approve the resolution authorizing the Administration to enter into negotiations with the top ranked proposer, DESMAN, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the second highest ranked proposer, BEA Architects, Inc.; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.

JLM/MT/EC/DM/AD

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RESOLUTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR **QUALIFICATIONS** (RFQ) NO. 2016-124-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN CRITERIA PROFESSIONAL SERVICES FOR MIXED-USE PARKING GARAGES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH DESMAN, INC., THE TOP RANKED PROPOSER; FURTHER. ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AGREEMENT WITH DESMAN INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BEA ARCHITECTS, INC., AS THE SECOND HIGHEST RANKED PROPOSER; FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF **NEGOTIATIONS** SUCCESSFUL BY THE ADMINISTRATION.

WHEREAS, Request for Qualifications No. 2016-124-KB (the "RFQ") was issued on April 20, 2016, with an opening date of May 20, 2016; and

WHEREAS, a voluntary pre-proposal meeting was held on May 3, 2016; and

WHEREAS, the City received a total of two (2) proposals; and

WHEREAS, on May 17, 2016, via Letter to Commission (LTC) 212-2016, and on May 23, 2016, via LTC No. 224-2016, the City Manager appointed the following individuals to serve on the Evaluation Committee ("Committee") or as an alternate as available:

- Monica Beltran, Assistant Director, Parking Department, City of Miami Beach;
- Sabrina Baglieri, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach;
- Deborah Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach;
- Rocio Alba, Administrative Services Manager, Parking Department, City of Miami Beach; and
- Roberto Rodriguez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach;
- Michael Belush, Planning and Zoning Manager, Planning Department, City of Miami Beach;
- James Murphy, Principal Planner, Planning Department, City of Miami Beach; and

WHEREAS, the Committee convened on May 26, 2016 to consider the proposals received; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, general information on the scope of services, references, and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the Committee's ranking was as follows: DESMAN Inc. and BEA Architects, Inc.; and

WHEREAS, after reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer, DESMAN Inc.; further, should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second highest ranked proposer, BEA Architects.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Qualifications No. 2016-124-KB (the RFQ), Architectural and Engineering Design Criteria Professional Services for Mixed-Use Parking Garages; authorize the Administration to enter into negotiations with DESMAN Inc. as the top ranked proposer; further, should the Administration not be successful in negotiating an agreement with DESMAN Inc., authorize the Administration to enter into negotiations with BEA Architects, Inc. as the second highest ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement, upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this	day of	2016.
ATTEST:	Philip Levine	, Mayor
Rafael E. Granado, City Clerk		

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City's Police and Fire Departments are required per City Ordinance to implement a false alarm billing system as currently the City does not have system in place for the registering or tracking of false alarms received by the departments. To seek a vendor that can assist the Administration in implementing the desired system, on January 13, 2016, the City Commission approved the issuance of Request for Proposals (RFP) No. 2016-034-AK. Through the RFP, the City is seeking proposals to enter into revenue sharing contract with qualified firms which have proven experience to implement and collect fees pursuant to false alarm billing. The successful firm shall be regularly engaged in the business of false alarm bill collection.

On January 20, 2016, the RFP was issued, with an opening date of March 14, 2016. A pre-proposal conference to provide information to the proposers submitting a response was held on February 8, 2016.

The City received proposals in response to the RFP from the following two (2) firms:

- PM AM Corporation.
- Public Safety Corporation.

On March 16, 2016, the City Manager appointed the Evaluation Committee via LTC # 127-2016. The Evaluation Committee (the "Committee"). The Committee convened on April 19, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services and references. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the following ranking: PM AM Corporation, as the top-ranked proposer; Public Safety Corporation, as the second-ranked proposer.

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager recommends that the Mayor and the City Commission approve the Resolution authorizing the Administration to enter into negotiations with PM AM Corporation, as the top-ranked proposer; and, should negotiations fail with the top-ranked proposer, authorizing the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and, further, authorizing the Mayor and City Clerk to execute the agreement upon successful negotiations by the Administration.

RECOMMENDATION

APPROVE THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source		Amount	Account
of	1	N/A	
Funds:			
OBPI	Total		
	4.0		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Chief Daniel Oates, Chief Virgil Fernandez, Alex Denis

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DODTOVF AD	MT	JLM_\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

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AGENDA ITEM C7L
DATE 6-8-19

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Conmission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City's Police and Fire Departments are required per City Ordinance to implement a false alarm billing system as currently the City does not have system in place for the registering or tracking of false alarms received by the departments. To seek a vendor that can assist the Administration in implementing the desired system, on January 13, 2016, the City Commission approved the issuance of Request for Proposals (RFP) No. 2016-034-AK. Through the RFP, the City is seeking proposals to enter into revenue sharing contract with qualified firms which have proven experience to implement and collect fees pursuant to false alarm billing. The successful firm shall be regularly engaged in the business of false alarm bill collection.

The successful Proposer will be responsible for providing and fulfil the responsibilities of the City's "alarm administrator" pursuant to the Miami Beach Fire Department Ordinance (Sec. 50-8) and the Miami Beach Police Department Burglar Alarms Ordinance (Sec. 42-81), pertaining to systems designed to summon a Police and Fire Department responses. The Proposer shall implement all aspects of false alarm billing collection for the Fire and Police Department and operate system and all other necessary equipment and services on "software as a service" basis at no additional cost to the City

RFP PROCESS

On January 20, 2016, the RFP was issued, with an opening date of March 14, 2016. A preproposal conference to provide information to the proposers submitting a response was held on February 8, 2016.

The City received proposals in response to the RFP from the following two (2) firms:

- PM AM Corporation.
- Public Safety Corporation.

On March 16, 2016, the City Manager appointed the Evaluation Committee via LTC # 127-2016. The Evaluation Committee (the "Committee") consisted of the following individuals:

 Joseph Florio, Fire Technology Administrator, Miami Beach Fire Department, City of Miami Beach RFP No. 2016-034-AK- FIRE AND POLICE FALSE ALARM BILLING SYSTEM Page 2

- Juan Meizoso, Fire Division Chief, Miami Beach Fire Department, City of Miami Beach
- John M. Babcock, Manager, Technical Services Division, Records Section, Police Department, City of Miami Beach
- Andre Morales, Technology Coordinator, Investigations & Support Division / Information Resource Office, Police Department, City of Miami Beach

The following individuals were appointed as alternates:

- Anthony Loperfido, Sergeant, Police Department, City of Miami Beach
- Jorge Linares, Captain, Miami Beach Fire Department, City of Miami Beach

The Committee convened on April 19, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services and references. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The results of the evaluation process, as stipulated in the RFP, are shown in the table below.

RFP# 2016- 034-AK Fire and Police False Alarm Billing System	Josep h Florio	Ranki ng	Juan Meizoso	Rankin g	John M. Babcock	Rankin g	LOW AGGREGAT E TOTALS	Ran k
PM AM Corporation	89	2	98	1	90	1	4	1
Public Safety Corporation	91.39	1	96.39	2	89.39	2	5	2

Proposer	% of Revenue to be Retained by Proposer	Maximum Allowable Points	Total Points Awarded
PM AM Corporation	21.00%	30	30.00
Public Safety Corporation	23.00%	30	27.39

In determining responsiveness and responsibility of the firm, the Procurement Department verified compliance with the minimum requirements established in the RFP, financial capacity as available in the Dun & Bradstreet Supplier Qualifier Report, and past performance through client references submitted by each proposer.

CITY MANAGER'S DUE DILIGENCE & RECOMMENDATION

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, I recommend that the Mayor and the City Commission approve the Resolution authorizing the Administration to enter into negotiations with PM AM Corporation, as the top-ranked proposer; and, should negotiations fail with the top-ranked proposer, authorizing the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and, further, authorizing the Mayor and City Clerk to execute the agreement upon successful negotiations by the Administration.



JLM/MT/DD/DO/AD

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RESOLUTION TO BE SUBMITTED

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO REJECT ALL BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) NO. 2016-045-WG FOR THE LEASE OF GOLF COURSE TURF MAINTENANCE EQUIPMENT FOR THE MIAMI BEACH GOLF CLUB AND NORMANDY SHORES GOLF CLUB; AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND SHOWTURF, LLC, DATED OCTOBER 22, 2012, FOR THE LEASE OF GOLF COURSE TURF MAINTENANCE EQUIPMENT FOR THE NORMANDY SHORES GOLF CLUB; SAID AMENDMENT EXTENDING THE TERM OF THE AGREEMENT FOR A PERIOD NOT TO EXCEED ONE (1) YEAR, COMMENCING ON SEPTEMBER 23, 2016 AND EXPIRING ON SEPTEMBER 22, 2017; AND FURTHER PROVIDING THE CITY WITH THE RIGHT TO TERMINATE THE AGREEMENT, FOR CONVENIENCE, UPON PROVIDING SHOWTURF, LLC WITH THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

Key Intended Outcome Supported:

Increase satisfaction with recreational programs

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

In order to complete a successor agreement, on January 12, 2016, the City issued an Invitation to Bid 2016-045-WG (the "ITB") to establish a lease agreement/contract, by means of sealed bids, to qualified contractor(s) for the lease of all new golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club.

The ITB was issued on January 12, 2016. 20 bid notices were issued and a pre-bid conference was held on January 27, 2016. On March 4, 2016, bids were received from Jacobsen Professional Lawn Care Inc., ShowTurf, LLC, and Tesco South, Incorporated. The ITB allowed the City to consider an award by item or by group. In the case of the bids received, an award by item is in the City's best interest. However, the Procurement Department, after completing its due diligence, found that while pricing was available by item, the tangible personal property tax, which the City is required to pay, was provided in lump sum form only, rendering it impossible to calculate the true cost of each item (which is lease payments plus applicable tax). Therefore, an award by item is not possible and an award by group is cost prohibitive and not in the City's best interest.

Given that these items are still needed by the Parks and Recreation Department, a new solicitation needs to be issued to establish a successor agreement. In the interim, the current agreement should be continued on a month-to-month basis, until such time as the new agreement can be awarded and executed.

RECOMMENDATION

The City Manager considered the staff's recommendation and bids received, pursuant to ITB 2016-045-WG, as well as the best interest of the City to award to the bidder offering the lowest cost by item, and recommends that the Mayor and City Commission approve the Resolution authorizing the rejection of all bids received pursuant to ITB 2016-045-WG for the lease of golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club and approve Amendment No. 1 to the Agreement extending the current Agreement for a period not to exceed one (1) year, commencing on September 23, 2016 and expiring on September 22, 2017, and further providing the City with the right to terminate the Agreement, for convenience, upon providing ShowTurf, LLC with thirty (30) days prior written notice.

Advisory Board Recommendation:

N/A				
Financial Inform	ation:			
Source of		Amount	Account	
Funds:	1			
	Total			
Financial Impa	ct Summary	:		

City Clerk's Office Legislative Tracking:

Alex Denis, John Rebar

S	ign-Offs:		<u> </u>
Г	Department Director	Assistant City Manager	City Manager
	AD_JR	MT	JLM

T:\AGENIL\A2016\June\Procurement\2016-045-WG (ITB) Lease of Golf Course Turf Maintenance Equipment\Item Summary 5.26.16.doc



AGENDA ITEM C7M
DATE 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: May 26, 2016

TO:

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO REJECT ALL BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) NO. 2016-045-WG FOR THE LEASE OF GOLF COURSE TURF MAINTENANCE EQUIPMENT FOR THE MIAMI BEACH GOLF CLUB AND NORMANDY SHORES GOLF CLUB: AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND SHOWTURF, LLC, DATED OCTOBER 22, 2012, FOR THE LEASE OF GOLF COURSE TURF MAINTENANCE EQUIPMENT FOR THE NORMANDY SHORES GOLF CLUB; SAID AMENDMENT EXTENDING THE TERM OF THE AGREEMENT FOR A PERIOD NOT TO EXCEED ONE (1) YEAR, COMMENCING ON SEPTEMBER 23, 2016 AND **EXPIRING ON SEPTEMBER 22, 2017; AND FURTHER PROVIDING THE** CITY WITH THE RIGHT TO TERMINATE THE AGREEMENT, FOR CONVENIENCE, UPON PROVIDING SHOWTURF, LLC WITH THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

KEY INTENDED OUTCOME

NA

FUNDING

N/A

BACKGROUND

On July 18, 2012, ITB 45-11/12 for the lease of golf course turf maintenance equipment was awarded to ShowTurf, LLC (the "Agreement"). The Agreement with this firm is currently effective through September 22, 2016 and no further options for renewal are available.

In order to complete a successor agreement, on January 12, 2016, the City issued an Invitation to Bid 2016-045-WG (the "ITB") to establish a lease agreement/contract, by means of sealed bids, to qualified contractor(s) for the lease of all new golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club.

ITB PROCESS

The ITB was issued on January 12, 2016. 20 bid notices were issued and a pre-bid conference was held on January 27, 2016. On March 4, 2016, bids were received from Jacobsen Professional Lawn Care Inc., ShowTurf, LLC, and Tesco South, Incorporated. The ITB allowed the City to consider an award by item or by group. In the case of the bids received, an award by item is in the City's best interest. However, the Procurement

Commission Memorandum
ITB 2016-045-WG The Lease of Golf Course Turf Maintenance Equipment for the Miami Beach Golf Club and Normandy
Shores Golf Club
May 17, 2016
P a g e | 2

Department, after completing its due diligence, found that while pricing was available by item, the tangible personal property tax, which the City is required to pay, was provided in lump sum form only, rendering it impossible to calculate the true cost of each item (which is lease payments plus applicable tax). Therefore, an award by item is not possible and an award by group is cost prohibitive and not in the City's best interest.

Given that these items are still needed by the Parks and Recreation Department, a new solicitation needs to be issued to establish a successor agreement. In the interim, the current agreement should be continued on a month-to-month basis, until such time as the new agreement can be awarded and executed.

CITY MANAGER'S RECOMMENDATION

After considering the staff's recommendation and bids received, pursuant to ITB 2016-045-WG, as well as the best interest of the City to award to the bidder offering the lowest cost by item, the City Manager recommends that the Mayor and City Commission approve the Resolution authorizing the rejection of all bids received pursuant to ITB 2016-045-WG for the lease of golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club and approve Amendment No. 1 to the Agreement extending the current Agreement for a period not to exceed one (1) year, commencing on September 23, 2016 and expiring on September 22, 2017, and further providing the City with the right to terminate the Agreement, for convenience, upon providing ShowTurf, LLC with thirty (30) days prior written notice.

JLM / ND/ AD / AK / MLT

T:\AGENDA\2016\June\Procurement\2016-045-WG (ITB) Lease of Golf Course Turf Maintenance Equipment\Memorandum 5.26.16.doc

RESOL	.UTION NO) .

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO REJECT ALL BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) NO. 2016-045-WG FOR THE LEASE OF GOLF COURSE TURF MAINTENANCE EQUIPMENT FOR THE MIAMI BEACH GOLF CLUB AND NORMANDY SHORES GOLF CLUB; AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND SHOWTURF, LLC, DATED OCTOBER 22, 2012, FOR THE LEASE OF GOLF COURSE TURF MAINTENANCE EQUIPMENT FOR THE NORMANDY SHORES GOLF CLUB; SAID AMENDMENT EXTENDING THE TERM OF THE AGREEMENT FOR A PERIOD NOT TO EXCEED ONE (1) YEAR, COMMENCING ON SEPTEMBER 23, 2016 AND EXPIRING ON SEPTEMBER 22, 2017; AND FURTHER PROVIDING THE CITY WITH THE RIGHT TO TERMINATE THE AGREEMENT. FOR CONVENIENCE, UPON PROVIDING SHOWTURF, LLC WITH THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

WHEREAS, on July 18, 2012, ITB 45-11/12 for the lease of golf course turf maintenance equipment was awarded to ShowTurf, LLC; and

WHEREAS, the agreement with ShowTurf, LLC (the Agreement) is currently effective through September 22, 2016 and no further options for renewal are available; and

WHEREAS, on January 12, 2016, the City issued an Invitation to Bid 2016-045-WG (the "ITB") to establish a lease agreement/contract, by means of sealed bids, to qualified contractor(s) for the lease of all new golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club; and

WHEREAS, on March 4, 2016, bids were received from: Jacobsen Professional Lawn Care Inc., ShowTurf, LLC, and Tesco South, Incorporated; and

WHEREAS, the ITB allows the City to consider an award by item or by group, or for the entirety of all bid items, as deemed in the best interest of the City; and

WHEREAS, in the case of the bids received, an award by item is in the City's best interest; and

WHEREAS, the City's Procurement Department, after completing its due diligence, found that while pricing was available by item, the tangible personal property tax, which the City is required to pay, was provided in lump sum form only, rendering it impossible to calculate the true cost of each item (which is lease payments plus applicable tax); and

WHEREAS, since an award by item is not possible and an award by group is cost prohibitive, the City Manager recommends the rejection of all bids received pursuant to ITB 2016-045-WG for the lease of golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club; and

WHEREAS, the Administration recommends approving Amendment No. 1,

extending the Agreement until September 22, 2017, or until a new agreement is awarded and executed for the same services, whichever occurs first, and further providing the City with the right to terminate the Agreement, upon providing ShowTurf, LLC with thirty (30) days prior written notice.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager to reject all bids received, pursuant to ITB No. 2016-045-WG, for the lease of golf course turf maintenance equipment for the Miami Beach Golf Club and Normandy Shores Golf Club; and approve and authorize the City Manager to Execute Amendment No. 1 to the Agreement between the City and ShowTurf, LLC, dated October 22, 2012 for the lease of golf course turf maintenance equipment for the Normandy Shores Golf Club; said Amendment extending the term of the Agreement for a period not to exceed one (1) year, commencing on September 23, 2016 and expiring on September 22, 2017; and further providing the City with the right to terminate the Agreement, for convenience, upon providing ShowTurf, LLC with thirty (30) days prior written notice.

PASSED AND ADOPTED this	day of	2016.
ATTEST:		
RAFAEL E. GRANADO, CITY CLERK	PHILIP LEVIN	E, MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting An Agreement Between The City Of Miami Beach And The Town Of Bay Harbor Islands, To Provide Sewage Conveyance Services.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The City operates a sewage conveyance system (the City System) for the use and benefit of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring towns, known as the Satellite Cities, including the Town of Bay Harbor Islands.

The City Commission approved Resolution No. 13448, to enter into an agreement with the Town of Bay Harbor Islands, to provide sewage conveyance for disposal services which agreement was dated November 17, 1971. Subsequently, due to the then proposed connection of the City System to the Virginia Key treatment facility, the City exercised its right to terminate the agreement at its December 5, 1979 Commission meeting, pursuant to Resolution No. 79-16117.

Notwithstanding such termination of the agreement, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established.

This relationship has survived to the present day. The City and Bay Harbor Islands now wish to enter into a new agreement ("Agreement") for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the method of compensation to be paid by Bay Harbor Islands to the City is concerned.

The Town of Bay Harbor Islands Town Manager signed the agreement on May 12, 2016.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Cinonai	al laf	armatian:

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3			
OBPI	Total			

City Clerk's Office Legislative Tracking:

Fric Carpenter, Public Works X6012

Calpe	illei, r	ublic	vv	OINS	VOO	14

	Sign-Oπs:			
	Asst. Department Director	Assistant City Manager/DPW	City	Mapager
	JJF J	ETC_Y(JLM/	CYL
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MIAMIBEACH

Agenda Item <u>C7N</u>
Date 6-8-16

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF BAY HARBOR ISLANDS, TO PROVIDE SEWAGE CONVEYANCE

SERVICES.

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

The City operates a sewage conveyance system (the City System) for the use and benefit of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring towns, known as the Satellite Cities, including the Town of Bay Harbor Islands.

The City Commission approved Resolution No. 13448, to enter into an agreement with the Town of Bay Harbor Islands, to provide sewage conveyance for disposal services which agreement was dated November 17, 1971. Subsequently, due to the then proposed connection of the City System to the Virginia Key treatment facility, the City exercised its right to terminate the agreement at its December 5, 1979 Commission meeting, pursuant to Resolution No. 79-16117.

Notwithstanding such termination of the agreement, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established.

This relationship has survived to the present day. The City and Bay Harbor Islands now wish to enter into a new agreement ("Agreement") for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the method of compensation to be paid by Bay Harbor Islands to the City is concerned.

The Town of Bay Harbor Islands Town Manager signed the agreement on May 12, 2016.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments: Town of Bay Harbor Islands Sewage Disposal Agreement

JM/MT/E/IC/JLIM/EB

T:\AGENDA\2016\June\PUBLIC WORKS\Town of Bay Harbor Islands Sewage Agreement. Memo.doc

RESOLUTION	NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF BAY HARBOR ISLANDS (TOWN) FOR THE CITY TO CONTINUE TO PROVIDE SEWAGE CONVEYANCE SERVICES TO the TOWN; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT 1.

WHEREAS, the City operates a sewage conveyance system (the City System) for the use and benefit of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring towns, known as the Satellite Cities, including the Town of Bay Harbor Islands (Town); and

WHEREAS, the City Commission approved Resolution No. 13448, to enter into an agreement with the Town, to provide sewage conveyance for disposal services which agreement was dated November 17, 1971; and

WHEREAS, due to the then proposed connection of the City System to the Virginia Key Treatment facility, the City exercised its right to terminate the agreement at its December 5, 1979 Commission meeting, pursuant to Resolution No. 79-16117; and

WHEREAS, notwithstanding such termination of the agreement, the City and the Town's intent was not to discontinue the City's provision of the services to the Town, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established; and

WHEREAS, this relationship has survived to present day; and

WHEREAS, the City and the Town now wish to enter into a new agreement ("Agreement") for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the method of compensation to be paid by the Town to the City is concerned; and

WHEREAS, the parties have negotiated the attached Agreement (Exhibit "1"), and the Town approved the Agreement on May 12, 2016; and

WHEREAS, the Administration recommends that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the attached Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby, approve and authorize the Mayor and City Clerk to execute an Agreement between the City of Miami Beach and the Town of Bay Harbor Islands for the City to continue to provide sewage conveyance services to Town; a copy of which is attached hereto as Exhibit 1.

PASSED AND ADOPTED this	day of, 2010	6.
ATTEST:		
	Philip Levine, Mayor	
Rafael Granado, City Clerk	,	APPROVED AS TO FORM & LANGUAGE
		& FOR EXECUTION

City Attorney

Date

Exhibit 1

AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO PROVIDE SEWAGE CONVEYANCE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 (Effective Date), by and between the City of Miami Beach, Florida ("City"), and the Town of Bay Harbor Islands ("Town" or "Bay Harbor Islands").

WHEREAS, the City operates a sewage conveyance system (the City System) for the use and benefits of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring Town of Bay Harbor Islands; most recently, pursuant to an agreement entered into between the City and Bay Harbor Islands, dated November 17, 1971, and approved by the City pursuant to Resolution No. 13448 (the "1971 Agreement"); and

WHEREAS, on December 5, 1979, pursuant to Resolution No. 79-16117 (and in anticipation of the connection of the City System to the Virginia Key Treatment facility), the City exercised its right to terminate the 1971 Agreement; notwithstanding such termination, however, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established; and

WHEREAS, the City and Bay Harbor Islands now wish to enter into a new agreement (Agreement) for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the new rate of compensation to be paid by Bay Harbor Islands to the City is concerned.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the City and Bay Harbor Islands hereby agree as follows:

- 1. The City shall continue to provide the Services to Bay Harbor Islands, to the extent capacity is available, by means of an existing transmission main from Bay Harbor Islands to the City-owned meters located in the City owned parking lot at 72nd Street, located in the City of Miami Beach. The City shall not prohibit or cease to accept the flow of sewage or disrupt the Services without a minimum of 48 hours prior notice to the Town of Bay Harbor Island Director of Public Works or personal contact in the event of an emergency. The Interlocal Contract Between Miami-Dade County and City of Miami Beach, Florida, dated December 17, 2014, and approved and authorized by the City pursuant to Resolution No. 2014-28655, acknowledges that the sanitary sewage received by the County from the City flows from Bay Harbor Islands, in addition to the Village of Bal Harbour and Town of Surfside. Future flows (i.e. future capacity) from Bay Harbor Islands under this Agreement shall be determined in accordance with, and subject to, the Interlocal Agreement.
- 2. Notwithstanding the City's agreement to provide the Services, or any other term or condition of this Agreement, Bay Harbor Islands acknowledges that any obligation that the City has to render such Services to Bay Harbor Islands pursuant to this Agreement shall be limited to, subject and subordinate to, and conditioned upon any agreements, terms, covenants, conditions, and obligations between the City and Miami-Dade County, Florida (the County), whether existing as of the Effective Date or as may exist in the

future, pertaining to the County's responsibility to provide sewage disposal service to the City's existing sewer service area (which service area includes and takes into account the flow from Bay Harbor Islands), by means of the existing transmission main from the City to the County's Central District Wastewater Treatment Plant located on Virginia Key (where the combined flow is metered). Bay Harbor Islands further recognizes and acknowledges that the City's standards for the Services provided to Bay Harbor Islands pursuant to this Agreement are also limited to, subject and subordinate to, and conditioned upon any modification(s) as a result of (i) changes to the City's agreement with the County to provide sewage disposal services to the City; and/or (ii) changes to existing or future federal, State, County, and local laws, rules, and regulations.

- 3. Bay Harbor Islands agrees, and hereby warrants to the City, that it will abide by and be bound by all present and future federal, State, County, and City laws, standards, rules, regulations, permit conditions and other requirements related to sewer service. Bay Harbor Islands acknowledges that the responsibility of the City to provide the Services under this Agreement shall be limited to the flow from Bay Harbor Islands's existing sewer service area(s) (i.e. the flow existing as of the Effective Date of this Agreement).
- 4. Bay Harbor Islands further agrees and hereby warrants to the City that it shall operate and maintain its sewage collection system (hereinafter referred to as the Bay Harbor Islands System, and which system includes, without limitation, any and all transmission pipe lines, main pipe lines, force mains pumps, pumping stations, meters, and any and all other facilities and equipment appurtenant thereto), and any system extensions thereof, in accordance with the requirements of all applicable federal, State, County, and City laws, rules, regulations, and permit conditions. The operation and maintenance of the Bay Harbor Islands System shall be the sole responsibility and cost of Bay Harbor Islands. The City reserves the right to inspect the Bay Harbor Islands System, as deemed necessary by the City, in its sole discretion and judgment, but at no cost to Bay Harbor Islands, to verify that the Bay Harbor Islands System is being properly maintained and operated in accordance with the above standards and industry standards as outlined in Wastewater Collection Systems Management, WEF Manual of Practice No. FD-7, 2009; and Recommended Standards for Wastewater Facilities, Health Education Services (a Division of Health Research, Inc.), 2004. The City shall request permission from Bay Harbor Islands to inspect the Bay Harbor Islands System, which permission shall not be unreasonably withheld, conditioned, or delayed. The City shall request permission from Bay Harbor Islands three (3) business days prior to inspection of the Bay Harbor Islands System and shall allow Bay Harbor Islands' representation at City's inspections. Said inspections shall be made at reasonable times and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations.
- 5. Bay Harbor Islands shall not allow or permit construction or installation of any connections of stormwater mains which allow stormwater to enter the Bay Harbor Islands System. Upon notice or discovery of such interconnections, Bay Harbor Islands shall, at its sole cost and expense, immediately effectuate the lawful disconnection of such interconnections to the City's satisfaction and, at a minimum, in accordance with applicable federal, State, County, and City laws, regulations, and permit condition. Bay Harbor hereby agrees to pursue and maintain best efforts, on a regular timely basis, to reduce infiltration and inflow to comply with all local, State, and/or federal ordinances, laws and regulations regarding infiltration and inflow connection or reduction as now in

effect or as may be enacted in the future. Bay Harbor agrees that in the event any undue infiltration develops in the Bay Harbor Islands System, it shall make such repairs as may be required by the City in order to remedy such condition.

- 6. The quantity (i.e. the flow) of sewage handled by the City System for Bay Harbor Islands hereunder shall be measured prior to the entry point to the City System by City owned meters, or any subsequent replacement meters installed by the City, in its sole and reasonable discretion (hereinafter referred to individually as a "Meter" or collectively as the "Meters"). The Meter has been installed in a structure on 74th Street located within the City of Miami Beach. The City and Bay Harbor Islands shall have the right and opportunity to inspect the Meters. The City shall notify Bay Harbor Islands three (3) business days prior to inspection of the Meters and shall allow Bay Harbor Islands to attend the City's inspections. Said inspections shall be made at reasonable times and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations.
- 7. The City shall own, operate and maintain the Meters, at its sole cost and expense. The City shall also, at its sole expense, test the accuracy of each Meter, at a minimum, once every three (3) months, or at such other time intervals as it may deem appropriate. The City shall notify Bay Harbor Islands three (3) business days prior to testing of the Meters and shall allow Bay Harbor Islands' representation at City's testing. Said tests shall be made at reasonable times and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations. The City shall provide the results of the tests to Bay Harbor Islands no later than thirty (30) days after each meter is tested.
- 8. The Meters shall indicate flow with an error not to exceed plus or minus five percent (5%) of full scale reading (true accuracy). If found to be in error i.e. anything exceeding five percent (5%) of true accuracy the Meters shall be re-calibrated by the City. If such error of more than five percent (5%) is discovered, bills for the three (3) periods following the prior Meter accuracy test shall be adjusted to reflect the quantity of over-read or under-read flow. In calculating such billing adjustment, it will be assumed by the parties that the inaccuracy existed for the entire time interval between accuracy tests. The billing adjustment(s) shall be made at the same rate in effect during the time interval.
- 9. Bay Harbor Islands may request, and the City agrees to perform, additional Meter accuracy tests, upon reasonable notice to City and at a reasonable time acceptable to both parties. Said additional testing shall be completed at reasonable times. If the Meter(s) is (are) found to be in error exceeding five percent (5%) true accuracy, it shall be recalibrated by the City as described in the preceding Paragraph 8, and the entire cost for such testing and recalibration shall be paid for by the City. If the Meter(s) is (are) found performing within five percent (5%) true accuracy, the Meter accuracy test shall be paid by Bay Harbor Islands no later than thirty (30) days from receipt of an invoice from the City.
- 10. In the event of complete or partial failure of any Meter(s) to register, both parties shall mutually agree to establish consumption based on historic monthly average flows for the most recent wet or dry period as defined by the latest Miaml-Dade County rate schedule in effect during the Term of this Agreement. The most recent actual readings for a period of three (3) consecutive months of a wet or dry period will be used to represent that corresponding period until the Meter(s) is (are) repaired. The Town of Bay Harbor

Islands maintains a flow meter at its Town Hall. Readings from this meter will be considered during periods when flow estimation is necessary. The City shall use reasonable commercial efforts to repair a failed Meter within sixty (60) days of a determination by the City that the Meter has completely or partially failed.

- 11. The City will be under no obligation at any time to perform any re-pumping of sewage delivered to the City System by Bay Harbor Islands.
- 12. Bay Harbor Islands agrees to pay to the City an amount, as determined by the City, to cover all costs associated with the sewage flow from the Bay Harbor Islands System, per 1.000 gallons of sewage passing through the City's System; which sum shall be payable monthly. The cost of service shall include direct costs of operation, maintenance, depreciation, debt service, and a one and a half percent (1.5%) administrative fee. The actual amount shall be calculated and presented in a written report to the City of Miami Beach Commission during its budget approval process, and approved by City Resolution; provided, however, that the City shall make reasonable commercial efforts to transmit the aforementioned written report to Bay Harbor Islands at least fourteen (14) calendar days prior to the date of the public meeting at which the written report is presented to the City Commission. The City shall make reasonable commercial efforts to transmit the proposed Resolution to Bay Harbor Islands at least fourteen (14) calendar days prior to the date of the City Commission meeting at which the proposed Resolution is presented to the City Commission. The adopted Resolution shall be transmitted to Bay Harbor Islands as written notice of change of cost of service with an effective date.
- 13. Billing for services provided in accordance with this Agreement shall be rendered monthly. Invoices will be mailed by the tenth (10th) day of the month following the month for which service has been provided, based on readings of the Meters taken by the City. Amounts billed on such invoices are due when rendered. In the event Bay Harbor Islands disputes a bill, Bay Harbor Islands shall provide the City with written notice of the reasons for non-payment within thirty (30) days of receipt of the bill, and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use reasonable good faith efforts to resolve the dispute within forty-five (45) days of the City's receipt of Bay Harbor Islands' notice. Except for any portion of a bill disputed, payment not received by the City on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge, as established by the City (such charge to reimburse the City for costs in processing and otherwise administering late payments). In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the City. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the City if hand delivered or mailed, or date of transfer to the City's bank, if electronic funds transfer is used.
- 14. Neither party shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an event of force majeure, including, but not limited to, war, riots, natural catastrophe, or any other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excused performance has

- (i) promptly notified the other party of the occurrence and its estimated duration; (ii) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (iii) resumed performance as soon as possible.
- 15.To the extent provided by Florida law, both parties mutually agree to indemnify, defend, and hold harmless each other and their respective officers, agents, contractors, and employees, from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by such officers, agents, contractors, or employees during the performance of the Agreement, except that neither party, nor its respective officers, agents, contractors, or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the other party, or any of its respective officers, agents, contractors, or employees, during the performance of this Agreement.
- 16. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County, Florida. In all such suits, the prevailing party shall be entitled to receive reasonable costs and reasonable attorney's fees. City and Bay Harbor Islands waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of, this Agreement.
- 17. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Bay Harbor Islands shall have a continuing obligation to notify the City of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:
 - If to the City:

Eric Carpenter, P.E., Director of Public Works 1700 Convention Center Drive, 4th Floor Miami Beach, FL 33139

- If to Bay Harbor Islands:
 Randy L. Daniel, P.E.

 Town Engineer/Director of Public Works
 Town of Bay Harbor Islands

 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154
- 18. The term of this Agreement (Term) shall be for an initial term of five (5) years, commencing upon execution by the parties hereto, as referenced by the Effective Date on page 1 hereof. This Agreement shall be automatically renewed for subsequent, consecutive terms of five (5) years each, subject to termination by either party, upon one hundred eighty (180) days written notice to the other.

Notwithstanding the preceding paragraph, should Bay Harbor Islands elect at any time during the Term of this Agreement to transmit all or a portion of its current sewage flow (as of the Effective Date), Bay Harbor Islands shall provide the City with written notice of such intent ninety (90) days prior to October 1st, so that the City may have time to adequately evaluate and plan its future capacity demands, in order to transmit same to the County as required under the Interlocal Agreement.

- 19. The City agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida, which contains terms or conditions pertaining only to fees, charges or costs, that are more favorable than the terms in this Agreement, Bay Harbor Islands may provide the City with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions pertaining only to fees, charges, or costs, that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by Bay Harbor Islands in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then Bay Harbor Islands may terminate this Agreement without penalty or early termination fee, subject to the terms and conditions herein, by providing one hundred and eighty (180) days advance written notice to the City. Upon a termination pursuant to this section, the City shall have no further liability and/or obligation to Bay Harbor Islands.
- 20.This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Changes and additions to this Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Bay Harbor Islands. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing signed by both Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ALLEST:	CITT OF MIAMI BEACH, FLORIDA
Signature:	Signature:
Name:	Name:
Title:	Title:
	Date:
ATTEST:	TOWN OF BAY HARBOR ISLANDS
Signature: Alle No Fresh Name: # July 10 10 15 1950	Signature I much Wan Name An Wasser
Title: Tone (title	Title: Tow Maga.
	Date: 3/12/16 APPROVED AS TO
	FORM & LANGUAGE
	& FOR EXECUTION
	6 () () 5-3-16
	Chi Attorney & Date
	City Attorney Date
	N. T. C.

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution waiving the competitive bidding requirement by 5/7th vote, as recommended by the City Manager, authorizing the Administration to negotiate and execute a 5 year Agreement with Big Wireless LLC, for maintenance of the Miami Beach Police Department Law Enforcement Wireless Information Network, formerly the City Wireless Network, in an amount not to exceed \$475,000.

Key Intended Outcome Supported:

Maintain crime rates at or below national trends.

Supporting Data (Surveys, Environmental Scan, etc.): Safety was ranked No. 1 by residents a as one of the changes that will make Miami Beach a better place; safety across the City was one of the most important areas affecting the quality of life; and 78% of residents rated quality of services provided by City Police as excellent or good.

Issue:

Should the Administration adopt the Resolution?

Item Summary/Recommendation:

In November, 2013, the Miami Beach Police Department (MBPD) expressed an interest in repurposing the former Citywide Wireless Network to meet an increasing need for connectivity in relation to police equipment such as its mobile command vehicle. The MBPD conducted extensive research and consultation with Big Wireless LLC, the original sub-contractor for IBM, in relation to migrating and updating the system to meet all the MBPD's needs. On February 2, 2015, the Finance and Citywide Projects Committee approved repurposing the Citywide Wireless Network for use by the MBPD. The Mayor and City Commission subsequently adopted Resolution 2015-28959 on March 11, 2015, waiving, by 5/7ths vote, the competitive bidding requirement, and authorized a trial of 6 months, during which time the system would be set-up, tested and evaluated. The trial phase was highly successful and, as such, the MBPD now wishes to move to full implementation through the negotiation and execution of a 5 year agreement with Big Wireless LLC. for the maintenance, monitoring and end of life technology migration of the system. It is recommended that the Resolution be adopted.

Advisory B	oard Rec	ommendation
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NA

Financial Information:

Source of //		Amount	Account
Funds:	1	\$475,000	
	2		
A: W	3		
ØBPI	Total	\$475,000	011-1150-325 Subject to Dept. Budget Approvals

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director Assistant City Manager
Chief Daniel J. Oates

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MIAMIBEACH

AGENDA ITEM C70
DATE 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYON AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER (AS FURTHER SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE A FIVE YEAR AGREEMENT WITH BIG WIRELESS LLC., IN AN AMOUNT NOT TO EXCEED \$475,000, FOR THE MAINTENANCE, MONITORING AND END OF LIFE TECHNOLOGY MIGRATION OF THE LAW ENFORCEMENT WIRELESS INFORMATION NETWORK, FORMALLY KNOWN AS THE CITYWIDE WIRELESS NETWORK, FOR USE BY THE MIAMI BEACH POLICE DEPARTMENT: AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In 2006, IBM, with Big Wireless LLC. as its main sub-contractor, was contracted to develop and introduce a Citywide open Wi-Fi system. The system went live in October, 2009, and the City Manager accepted the network in January, 2010. However, due to reliability, speed and ongoing cost issues, in September, 2013, the Mayor and City Commission accepted a recommendation to discontinue funding the system starting with the fiscal year 2014.

In November, 2013, the Miami Beach Police Department expressed an interest in repurposing the system to meet an increasing need for connectivity in relation to police equipment such as its mobile command vehicle and license plate readers. The Department conducted extensive research. This led to consultation and negotiation with Big Wireless LLC. in relation to migrating and updating the system to meet all the Department's needs.

On February 2, 2015, the Finance and Citywide Projects Committee approved repurposing the Citywide Wireless Network for use by the Police Department for equipment connectivity. The Mayor and City Commission subsequently adopted Resolution 2015-28959

on March 11, 2015, waiving, by 5/7ths vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorized the City Administration to enter into an agreement with Big Wireless LLC., to conduct a trial of the proposed network. The subsequent trial phase, which lasted over six months, was highly successful and, as such, the Miami Beach Police Department now wishes to negotiate and enter into a five (5) year agreement for the maintenance, monitoring and end of life technology migration of the system.

Big Wireless LLC. is currently midway through a ten (10) year agreement with the City to upgrade and maintain the City's existing Public Safety Radio System's microwave communications infrastructure. This system is co-located with the proposed Law Enforcement Wireless Information Network at six (6) roof site locations throughout the City. Big Wireless LLC. therefore already has the appropriate security clearance for, and intimate knowledge of, all locations.

FISCAL IMPACT

The five year total is approximately \$472,000. The average annual cost is therefore approximately \$94,000, with the annual amounts varying slightly due to early system upgrades. The full amount has already been included within current and future budgets.

CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the Administration to execute the Agreement, upon conclusion of successful negotiations.

JLM:DJO:DW

T:\agenda\2016\JUNE\POLICEDEPARTMENT\Com_memo_Bigwireless

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER (AS FURTHER SET FORTH IN THE CITY COMMISSION **MEMORANDUM** ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT. FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE A FIVE YEAR AGREEMENT WITH BIG WIRELESS, LLC, IN AN AMOUNT NOT TO EXCEED \$475,000, MAINTENANCE. MONITORING AND END OF LIFE TECHNOLOGY **MIGRATION** OF THE LAW **ENFORCEMENT WIRELESS** INFORMATION NETWORK, FORMALLY KNOWN AS THE CITYWIDE WIRELESS NETWORK, FOR USE BY THE MIAMI BEACH POLICE DEPARTMENT; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS.

WHEREAS, the Administration has identified Business Information Group, Inc., by and through Big Wireless, LLC, as a licensed contractor who installs, services and maintains several large wireless radio infrastructures, and microwave communication networks; and

WHEREAS, Big Wireless, LLC is a competent and reliable contractor that was responsible for upgrading, maintaining and migrating the City's existing Public Safety Radio System's microwave communications infrastructure for the City's Police Department; and

WHEREAS, Big Wireless, LLC has the appropriate security clearance for, and intimate knowledge of, all six (6) roof site locations throughout the City, which house both of the City's wireless communications network links (Public Safety Radio System and the Wi-Fi System); and

WHEREAS, the Mayor and City Commission adopted Resolution 2015-28959 on March 11, 2015, waiving, by 5/7ths vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorized the City Administration to enter into an initial agreement with Big Wireless, LLC to determine the viability of the Citywide Wireless Network to be used by the Police Department; and

WHEREAS, the Administration has confirmed that Big Wireless, LLC is the exclusive contractor who originally installed and continually maintained the existing Wireless Network, has essential knowledge of the security and network infrastructure, and is in the best position to maintain and monitor the Wireless Information Network for the Police Department, which serves the best interest of the City; and

WHEREAS, the City Manager recommends that the City Commission waive, by 5/7th vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby accept the written recommendation of the City Manager (as further set forth in the City Commission Memorandum accompanying this Resolution) and waiving, by 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorizing the city administration to negotiate a five year agreement with Big Wireless, LLC, in an amount not to exceed \$475,000, for the maintenance, monitoring and end of life technology migration of the law enforcement Wireless Information Network, formally known as the Citywide Wireless Network, for use by the Miami Beach Police Department; and further authorizing the Mayor and City Clerk to execute the Agreement, upon conclusion of successful negotiations.

PASSED and ADOPTED this	day of May, 2016.	
ATTEST:		
RAFAEL E. GRANADO. CITY CLERK	MAYOR PHILIP LEVINE	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Date

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Condensed Title:

A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee Directing The Administration To Negotiate A Management Agreement With Miami New Drama Theater Company To Become The Resident Company And Venue Manager For The Colony Theater As A Pilot Program.

Key Intended Outcome Supported:

Improve Alliance With Key Business Sectors Namely Hospitality Arts International Business With A Focus On Enhanced Culture Entertainment Tourism

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

At the April 13, 2016 City Commission meeting, Commissioners Steinberg, Grieco, and Malakoff sponsored another referral to both the Cultural Arts Council (CAC) and Finance and Citywide Projects Committee to consider having Miami New Drama manage the Colony Theater as a pilot program.

The CAC has long lamented the dearth of live drama in Miami Beach. The City is home to the region's major ballet company, orchestra, art fair and museum; live theater is the missing component of the well-rounded cultural personality that sets Miami Beach apart from the rest of the region. In assessing the need for theater, the CAC has strongly recommended that the management of the Colony be transferred to a professional resident theater company that would present a specific number of its own extended-run productions each year, while still making the theater available and affordable to its current stable of non-profit users.

Miami New Drama's inaugural production, *The Golem of Havana*, presented an alternative to what the Colony Theater could be by producing the highest grossing theater show in Miami's recent history. Under the direction of multiple-award winning director and playwright Moises Kauffman and Michel Hausmann. Miami New Drama is a newly founded not-for-profit 501(c)3 presenting and producing organization committed to theatrical excellence and theater-making as a means of social engagement, cultural conversation and human interaction. The company presents world-class relevant work by American, Latin American and international artists designed for the intersections of Miami Beach's multicultural 21st century audience.

Along with secured international, national and local partnerships, Miami New Drama has earned the support of the Miami Beach Chamber of Commerce, which passed a resolution urging the City Commission to create an agreement, even if on a trial basis, to authorize Miami New Drama to operate within the Colony Theater and to develop a full season which will improve the usage of the publicly owned theater many times over to the benefit of residents, tourists and business alike (Exhibit A).

Also attached is the Strategic and Operational Plan presented by Miami New Drama (Exhibit B). As noted in the budget proposal, Miami New Drama is requesting \$88,000 in operating subsidy from the City of Miami Beach beginning in FY2016-2017.

City staff recommends that if the FCPC and the City Commission support the CAC recommendation, then consideration should be given to providing Miami New Drama with an operating subsidy from the City to give them the greatest chance for success and to help ensure its success.

Advisory Board Recommendation:

On May 12, 2016, Mr. Hausmann presented Miami New Drama's vision to the members of the CAC, who voted unanimously in favor of the organization's proposal to oversee the artistic direction and operation of the Colony Theater beginning FY 16-17. The Finance Committee met on May 20, 2016 and recommended in support of the proposal, directed staff to negotiate a Management Agreement that would include options for City funding and to return to the Finance Committee with a draft of the agreement for review and consideration.

Financial Information:

Source of		Amount	Account
Funds:	1		
ОВРІ	Total		
Financial Imp	act Summa	rry:	

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism and Cultural Development Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
1/W	1/2/2	
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AGENDA ITEM C7P



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF

MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE DIRECTING THE ADMINISTRATION TO NEGOTIATE A MANAGEMENT AGREEMENT WITH MIAMI NEW DRAMA THEATER COMPANY TO BECOME THE RESIDENT COMPANY AND VENUE MANAGER FOR THE COLONY THEATER AS A PILOT PROGRAM.

<u>ADMINISTRATION RECOMMENDATION</u>

Adopt the Resolution.

ANALYSIS

At the December 9, 2015 Commission meeting, Commissioners Steinberg and Malakoff referred a discussion of how to incentivize local theater in Miami Beach to both the Cultural Arts Council (CAC) and the Finance and Citywide Projects Committee (FCPC). This discussion was prompted by the announcement of a major new professional theater company, Miami New Drama, under the direction of multiple-award winning director and playwright Moises Kauffman and Michel Hausmann, and the challenges faced by its month-long run of *The Golem of Havana*, which opened at the Colony Theater on January 16, 2016. The subject was discussed at length by the CAC at its meeting on January 7, 2016. Since this time, Miami New Drama has worked diligently with staff to develop a comprehensive strategic and operational plan that would allow for a presenting and producing organization to manage the Colony Theater.

At the April 13, 2016 City Commission meeting, Commissioners Steinberg, Grieco, and Malakoff sponsored another referral to both the CAC and FCPC to consider having Miami New Drama manage the Colony Theater as a pilot program. On May 12, 2016, Mr. Hausmann presented Miami New Drama's vision to the members of the CAC, who voted unanimously in favor of the organization's proposal to oversee the artistic direction and operation of the Colony Theater beginning FY 16-17.

BACKGROUND

The CAC has long lamented the dearth of live drama in Miami Beach. The City is home to the region's major ballet company, orchestra, art fair and museum; live theater is the missing component of the well-rounded cultural personality that sets Miami Beach apart from the rest of the region. In assessing the need for theater, the CAC has strongly recommended that the management of the Colony be transferred to a professional resident theater company that would present a specific number of its own extended-run productions each year, while still making the theater available and affordable to its current stable of non-profit users. Given time to cultivate an

Colony Theater Management – Miami New Drama Pilot Program City Commission Meeting June 8, 2016 Page 2 of 3

audience, the Colony's resident company could become the leading regional theater of the area, filling the gap in our current cultural landscape. South Florida has not had a nationally-respected regional theater since the closing of the Coconut Grove Playhouse many years ago.

Global Spectrum took over management of the City's theaters on October 1, 2008. Since that time, they have made improvements to operations, marketing, customer service, and capital. However, the Colony Theater is operational for only 30% of the year, with regular event attendance operating below 40%. The facility is currently operated as a rental venue with little artistic oversight or curatorial method and has operated at a loss ranging from \$30,000 to \$100,000 for the last several fiscal years.

Miami New Drama's inaugural production, *The Golem of Havana*, presented an alternative to what the Colony Theater could be by producing the following results:

- More than 6500 people attended the show in its extended 5 week run breaking every record for past productions at The Colony Theater
- 40% of the performances were completely sold out
- Average capacity was well over 70%
- The show garnered national attention and received rave reviews from The Miami Herald,
 The Huffington Post and Florida Theater on Stage, among others.
- Grossed over \$250,000
- The highest grossing theater show in Miami's recent history

Under the direction of multiple-award winning director and playwright Moises Kauffman and Michel Hausmann, Miami New Drama is a newly founded not-for-profit 501(c)3 presenting and producing organization committed to theatrical excellence and theater-making as a means of social engagement, cultural conversation and human interaction. The company presents world-class relevant work by American, Latin American and international artists designed for the intersections of Miami Beach's multicultural 21st century audience. By sharing work where cultures dialogue and communities intersect, Miami New Drama aims to reach audiences as diverse as the city itself.

Miami New Drama's productions include an eclectic mix of original plays, musicals, classics and world premieres, including work commissioned specifically for Miami New Drama. These productions will utilize a mix of the best local, national and international talent to incubate work from scratch. Actors, directors and designers culled from the Miami community and beyond will create work that reflects the best of Miami Beach, while highlighting some of the best theatrical talent in the world.

Along with secured international, national and local partnerships, Miami New Drama has earned the support of the Miami Beach Chamber of Commerce, which passed a resolution urging the City Commission to create an agreement, even if on a trial basis, to authorize Miami New Drama to operate within the Colony Theater and to develop a full season which will improve the usage of the publicly owned theater many times over to the benefit of residents, tourists and business alike (Exhibit A).

Also attached is the Strategic and Operational Plan presented by Miami New Drama (Exhibit B) which provides the following:

- Company Overview
- Budgets
- Staff

Colony Theater Management – Miami New Drama Pilot Program City Commission Meeting June 8, 2016 Page 3 of 3

- Maintenance
- Affiliations
- Management Support Documents
- Grant Support
- Public Relations/Marketing Plan

As noted in the budget proposal, Miami New Drama is requesting \$88,000 in operating subsidy from the City of Miami Beach beginning in FY2016-2017.

The FCPC met on May 20, 2016 to consider the pilot program. The FCPC recommended in support of the proposal, directed staff to negotiate a Management Agreement that would include options for City funding and to return to the FCPC with a draft of the agreement for review and consideration.

CONCLUSION

The CAC recommended that the management of the Colony be transferred to Miami New Theater as a "pilot program." Miami New Theater will act as the resident professional theater company, producing its own shows while continuing to make the theater available to its nonprofit users, benefitting our residents and visitors while also promoting Miami Beach as an international cultural destination. City staff recommends that if the FCPC and the City Commission support the CAC recommendation, then consideration should be given to providing Miami New Drama with an operating subsidy from the City to give them the greatest chance for success and to help ensure its success.

JLM/KGB/MAS

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RESOLUTION	I NO.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE BEACH, OF MIAMI FLORIDA, ACCEPTING RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AND APPROVING, IN CONCEPT, A PILOT PROGRAM FOR THE MANAGEMENT OF THE COLONY THEATER; AND AUTHORIZING THE ADMINISTRATION TO NEGOTIATE MANAGEMENT AGREEMENT WITH MIAMI NEW DRAMA THEATER COMPANY, AS THE RESIDENT COMPANY AND VENUE MANAGER FOR THE COLONY THEATER; AND FURTHER REFERRING THE NEGOTIATED AGREEMENT TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE FOR CONSIDERATION.

WHEREAS, at the April 13, 2016 City Commission meeting, Vice-Mayor Micky Steinberg, Commissioner Michael Grieco, and Commissioner Joy Malakoff sponsored a referral to both the Cultural Arts Council (CAC) and the Finance and Citywide Projects Committee (Finance Committee) to consider having Miami New Drama manage the Colony Theater as a pilot program; and

WHEREAS, the City of Miami Beach is home to the region's major ballet company, orchestra, art fair and museum; however live theater is the missing component of the well-rounded cultural personality that sets Miami Beach apart from the rest of the region; and

WHEREAS, in assessing the need for quality live theater, the CAC has strongly recommended that the management of the Colony be transferred to a professional resident theater company that would present a specific number of its own extended-run productions each year, while still making the theater available and affordable to its current non-profit users; and

WHEREAS, Miami New Drama's inaugural production, *The Golem of Havana*, presented an alternative to what the Colony Theater could be by producing the highest grossing theater show in recent history in the Greater Miami area; and

WHEREAS, Miami New Drama is a newly founded not-for-profit 501(c)3 presenting and producing company committed to theatrical excellence and theater-making as a means of social engagement, cultural conversation, and human interaction. The company presents world-class relevant work by American, Latin American, and international artists designed for the intersections of Miami Beach's multicultural 21st century audience; and

WHEREAS, along with secured international, national, and local partnerships, Miami New Drama has earned the support of the Miami Beach Chamber of Commerce, which passed a resolution urging the City Commission to create an agreement, even if on a trial basis, to authorize Miami New Drama to operate within the Colony Theater and to develop a full season which will improve the usage of the publicly-owned theater many times over to the benefit of residents, tourists, and businesses alike (Exhibit A); and

WHEREAS, attached is the Strategic and Operational Plan presented by Miami New Drama (Exhibit B). As noted in the budget proposal, Miami New Drama is requesting \$88,000 as an operating subsidy from the City of Miami Beach beginning in FY 2016-2017; and

WHEREAS, on May 12, 2016, Mr. Hausmann, Producing Artistic Director, presented Miami New Drama's vision to the members of the CAC, who voted unanimously in favor of the company's proposal to oversee the artistic direction and operation of the Colony Theater beginning FY 2016-2017; and

WHEREAS, the City's Finance and Citywide Projects Committee met on May 20, 2016 and recommended support of the proposal, directed staff to negotiate a management agreement that would include options for City funding; and to return to the Finance Committee with a draft of the agreement for review and consideration; and

WHEREAS, City staff recommends that if the FCPC and the City Commission support the CAC recommendation, then consideration should be given to providing Miami New Drama with an operating subsidy from the City to give them the greatest chance for success and to help ensure its success.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby accept the recommendation of the Finance and Citywide Projects Committee and approve, in concept, a pilot program for the management of the Colony Theater, authorize the Administration to negotiate a management agreement with Miami New Drama Theater Company as the resident company and venue manager for the Colony Theater, and refer the negotiated management agreement to the Finance and Citywide Projects Committee for consideration.

PASSED and ADOPTED this 8th day of June, 2016.

ATTEST:	
	Philip Levine, Mayor
Rafael E. Granado, City Clerk	
	APPROVED AS TO FORM & LANGUAGE
	& FOR EXECUTION Land Carlo ()
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EXHIBIT A



1920 Meridian Ave, Miami Beach, FL33139

Whereas, the Board of Governors of the Miami Beach Chamber of Commerce and the Tourism and Hospitality Council having reviewed a proposal from Miami New Drama to operate a regional theater company on Miami Beach from the Colony Theater, and:

Whereas, the Colony Theater is a city owned facility which is underutilized and which under the direction of a professional theater company would certainly increase revenue for other establishments, particularly restaurants before and after performances, and;

Whereas, the Miami New Drama organization has successfully produced a major show in the Colony Theater, which broke all attendance records for that theater, and has a management team with many years of professional experience,

Now therefore, the Miami Beach Chamber of Commerce does hereby urge the City Commission to create an agreement, even if on a trial basis, to authorize Miami New Drama to operate within the Colony Theater and to develop a full season which will improve the usage of the publicly owned theater many times over to the benefit of residents. tourists and business alike.

Approved by electronic vote via 36-0 in favor.

Michael S. Goldberg Chairman of the Board

Michael & Boldley

Jerome Libbin President & CEO

Jen, Jobs.

2015-2016 EXECUTIVE BOARD OF GOVERNORS

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Melissa Rubin, Platinum Properties International

Emily Sherman, W South Beach Lyle Stern, Koniver Stern Group

John Stuart, College of Arts + Architecture, FIU Joshua Summers, Fontainebleau Miami Beach

Ceci Velasco, Mango's Tropical Café Warren Zinn, Warren Henry Auto

CORPORATE EMERITUS

Jorge Gonzalez, City National Bank of Florida Katherine San Pedro, AT&T Florida Aletha Player, Florida Power and Light Steven D. Sonenreich, Mount Sinai Medical Center

GOVERNOR EMERITUS

James Rocco Boucher, Boucher Brothers Management Sidney Goldin

Alexander Tachmes, Shutts & Bowen

EXOFICIO

Peggy Benua, Dream South Beach Marc Henderson, Miami-Dade Aviation Department Matt Hollander, Global Spectrum William Talbert III, GMCVB



MIND STRATEGIC AND OPERATIONAL PLAN

- Company Overview
 - Mission Statement
 - Programming Initiatives
 - Board of Directors
- Budgets
 - Three Year Operational Budget
 - 2015 Actuals
 - Box Office Report
- Staff
 - Current Staff
 - o Incremental Staffing Plan
- Maintenance
- Affiliations
 - o Partnerships
 - Supporters
 - o Letters of Recommendation
- Management Support Documents
 - o Payroll
 - o Insurance
 - Actors' Equity Association Agreement
- Grants
- Public Relations/Marketing



Our Mission

MIAMI NEW DRAMA is a newly founded not-for-profit 501(c)3 presenting and producing organization committed to theatrical excellence and theater-making as a means of social engagement, cultural conversation and human interaction. We present world-class relevant work by American, Latin American, and international artists designed for the intersections of Miami Beach's multicultural 21st century audience. By sharing work where cultures dialogue and communities intersect, we aim to reach audiences as diverse as the city itself.

Our Programming

MIAMI NEW DRAMA's productions include an eclectic mix of original plays, musicals, classics and world premieres – including work commissioned specifically for Miami New Drama. These productions will utilize a mix of the best local, national, and international talent to incubate work from scratch. Actors, directors and designers culled from the Miami community and beyond will create work that reflects the best of Miami Beach while highlighting some of the best theatrical talent in the world.

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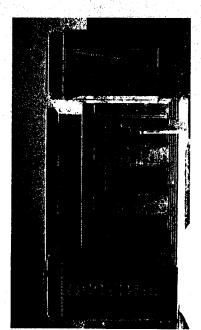
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During the last few decades Miami-Dade County has experienced an exciting renaissance that has had a great impact on building a dynamic art scene: And at the heart of the renaissance is Miami Beach with The New World Symphony, Art Basel, the Wolfsonian, Miami City Ballet, The Jewish Museum and the Bass Museum.

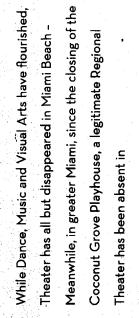












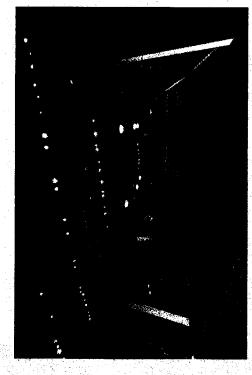




THE COLONY THEATER is a state of the art 415-seat venue located in the heart of South Beach. Its impressive art

deco design makes it one of the crown jewels of Miami Beach and Lincoln Road.

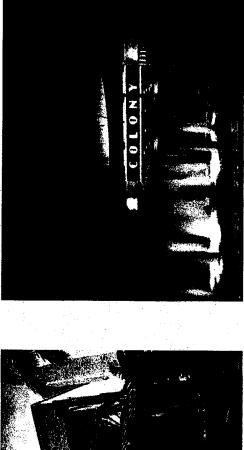
The Building is owned by the city of Miami Beach and Operated by Global Spectrum (Convention Center)



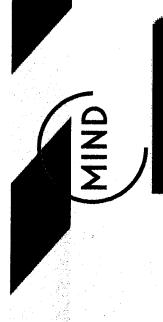


TODAY

- Operational for only 30% of the year
- Regular event attendance averages below 40%
- Operates as a rental venue with little lasting artistic merit or curatorial method
- Operated at a loss for the last several fiscal years.



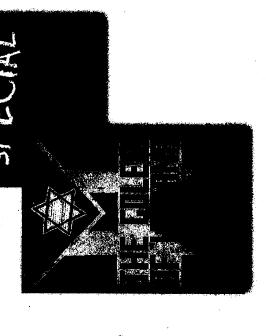


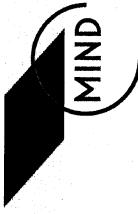


MIAMI NEW DRAMA

Miami New Drama is a Non profit 501 c (3) Organization committed to the creation of a multicultural dynamic regional theater in Miami Beach. The Members of MIND have significant experience as leading artists and/or managers on Broadway, Off-Broadway, in numerous outstanding regional theaters across the country and in major international cities.

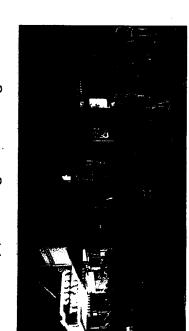
- Our Team is comprised of strong artistic leadership and detailed oriented business management of a theatre institution.
- Michel Hausmann Artistic Director: Has ample experience and accolade as a writer director and producer Off Broadway, regionally and international. He is the Writer/Director of the acclaimed musical, The Golem of Havana.
- Tony and Emmy nominee, A Guggenheim Fellow and the Writer/Director of such international theatre - Moises Kaufman - Artistic Associate - Is one of the most prolific writer-directors on Broadway, a successes as The Laramie Project, Gross Indecency and 33 Variations.
- Lisa Dozier King Managing Director. Is the president of an Off Broadway General Management firm that has managed over 70 NYC professional production. She has also been on staff at Symphony Space, Manhattan Theatre Club, New 42nd St among others, and is currently the BFA theatre management program director at University of Miami.





MIAMI NEW DRAMA'S PROVEN RECORD

Miami New Drama's inaugural production, The Golem of Havana presented an alternative reality to what The Colony Theater could be by producing the following results:



- More than **6500** people attended the show in its extended **5 week** run breaking every record for past productions at The Colony Theater
 - 40% of the performances were completely sold out
 - Average capacity was well over 70%
- The show received rave reviews from The Miami Herald, The Huffington Post and Florida Theater on Stage among many others.
 - The show obtained continued media coverage from local radio and TV stations and was promoted bi-lingually in English and Spanish.
 - Grossed over \$250k
- The production garnered national attention from the entertainment industry
 - The highest grossing theatre show in Miami's recent history.

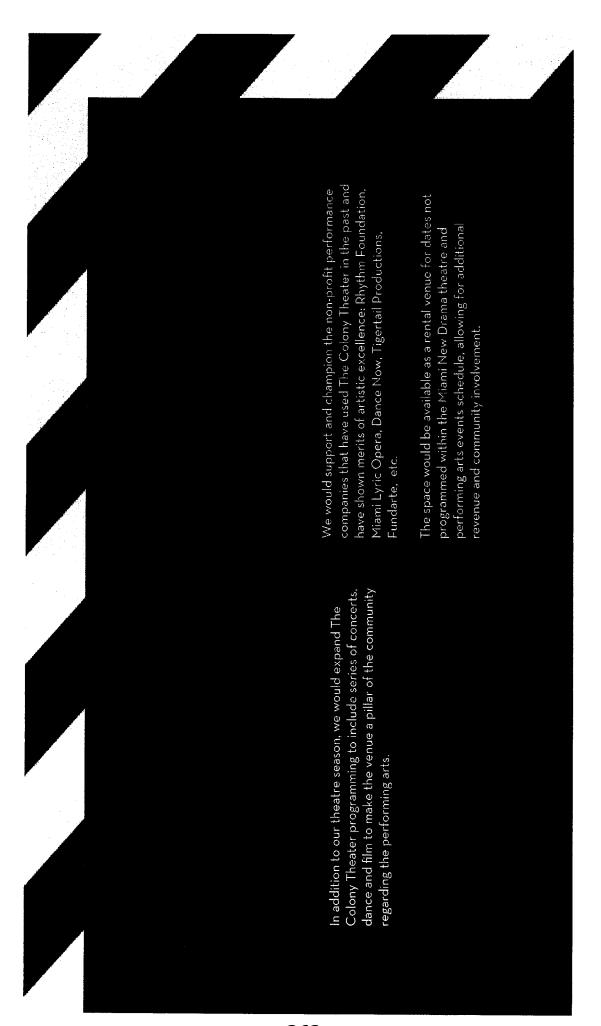
Through a strategic plan that implements the highest quality theatre productions and reflects the diversity of the city produced by Miami New Drama along with dynamic programming including concerts, dance and film, The Colony Theater will be primed to become an epicenter for creative and cultural activity on both a local and national level.







Under Miami New Drama's tenure. The Colony Theater would perform month-long runs and bring 4000-6000 spectators to produce 4-5 world class productions a year using a mixture of national leading artists and local talent. Each show would The Colony Theater. Kansas city Rep, Hartfort Stages, Berkeley Rep, etc) Since the theater that produces new work and exciting revivals and is demise of the Coconut Grove Playhouse, Miami has lacked All major American Cities have at least one major regional part of the national conversation (i.e La Jolla Playhouse, anything of that caliber.



SEACH

- The creation of a new cultural anchor without the need to invest in infrastructure would add to the cultural value of the city.
- Live theater and entertainment events with increased cultural activity would be brought directly to the heart of the city on a consistent basis.
- (According to Americans for the Arts & Economic Prosperity IV study, Miami-Positive economic impact would be felt for the businesses on Lincoln Road and surrounding areas as well as increased parking revenues for the city, Dade County arts attendees spend an average of \$29.61 per person, per estimating a minimum annual economic impact of millions of dollars event as a direct result of their attendance)

- The theater would become known as a main destination for "theater" amongst the arts community regionally, nationally, and internationally.
- Colony Theatre would benefit from government and foundation grants as Because Miami New Drama is a 501 c (3) Not-for-Profit Organization, The well as from individual and corporate donors that could go well into the millions of dollars within a decade.
- Performing Arts Center aspects would make the theater a destination for renowned artists in the areas of film, dance and music.
- Increased income for hourly workers due to increased operations and activity in the theater would better the economic stability of working technicians and administrative staff.

writer. He is the co-founder and artistic director of critically acclaimed run at The Colony Theatre with musical, which premiered at LaMama in August of Venezuelan-born theater director, producer and credits include the New York Premiere of Vassily Miami New Drama, Michel is the bookwriter and Barrington Stage Company in July of 2014 and a Sigarev's Black Milk at East 13th Theater and the director of The Golem Of Havana a new original New York premiere of The Color Of Desire, by Miami New Drama, Hausmann's Off Broadway 2013 and received it's a world premiere at Pulitzer Prize winning author Nilo Cruz

In Venezuela he was the Artistic Director of Palo Navegaos, the last play by renowned Venezuelan Oscar Wilde. Michel received a BA from Emerson enjoyed an audience of 170,000 spectators. With De Agua, a leading Venezuelan theater company Moisés Kaufman, he co-directed the Venezuelan premiere of Gross Indecency: The Three Trials of College and an M.F.A in theater directing from Jesus Christ Superstar and The Producers that Columbia University. Hausmann is a New York where he directed the world premiere of Los acclaimed productions of Fiddler on the Roof, playwright Isaac Chocrón as well as critically Theater Workshop 2050 Fellow, a Shubert

MINDPRINCIPALS Presidential fellow, an IRNE nominee and a Richarg

Rodgers Award finalist

"An inspired talent. One of the men that is changing the cultural landscape of the country." - Ben Brantley, New York

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Tony and Emmy-nominated director and playwright. He most recently directed the Broadway revival of The Heiress, with Jessica Chastain, and wrote and directed 33 Variations on Broadway, starring Jane Fonda, which received five Tony nominations. Mr. Kaufman also directed Rajiv Joseph's Pulitzer Prize finalist Bengal Tiger at the Baghdad Zoo, with Robin Williams, on Broadway in Spring 2011. Previously, Mr. Kaufman directed the Pulitzer and Tony Award-winning play I Am My Own Wife.





OUR

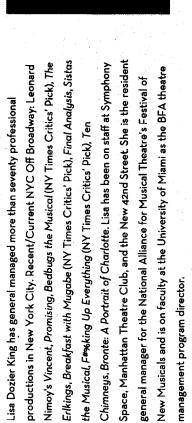
"Kaufman is pioneering a new genre of theatre. He aims for a radical redefinition of what theater is capable of."

- Time Magazine

His plays Gross Indecency: The Three Trials of Oscar Wilde and The Laramie Project have been among the most performed plays in America over the last decade. Kaufman recently directed his first opera, El Gato con Botas (Puss in Boots). Other credits include: The Nightingale (La Jolla Playhouse), A Common Pursuit (Roundabout), Bengal Tiger at the Bagdad Zoo (Mark Taper Forum), Macbeth with Liev Schreiber (Public Theater), This Is How it Goes (Donmar Warehouse), One Arm by Tennessee

Williams (New Group and Steppenwolf Theater Company), Master Class with Rita Moreno (Berkeley Repertory Theater) and Lady Windermere's Fan (Williamstown Theater Festival). Kaufman also cowrote and directed the film adaptation of The Laramie Project for HBO, which received two Emmy Award nominations for Best Director and Best Writer. He is the Artistic Director of Tectonic Theater Project and a Guggenheim Fellow in Playwriting.













Board Members

GARY FARMER was the cultural affairs program manager for the City of Miami Beach from 2005 until his retirement in 2016. In that position he also served as interim director of the City's Bass Museum of Art in 2007 - 2008; oversaw the Miami Beach Cultural Arts Council and its grant making, marketing and advocacy programs, Fine Arts Board, Colony and Byron Carlyle Theaters, and citywide arts education programs; and initiated and produced free outdoor arts programming including Arts in the Parks (2006), Sleepless Night (2007) and SoundScape Cinema Series (2011). Farmer's forty-year career in arts administration, development and marketing resulted in a client list that included among others the Metropolitan Museum of Art, Institute for Advanced Study, American School of Classical Studies at Athens, American Cinematheque and the Museum of Modern Art. An early advocate for the preservation of South Beach's Art Deco district, his award-winning restaurant, bar and black box theater The Strand was the de facto headquarters for the local arts community from 1986 - 1991.

ALEXANDER GALSKY has extensive experience in raising debt and equity for both public and private companies. His areas of expertise include: financial modeling, company due-diligence as well as cross-border negotiations. Prior to joining Mr. Galsky worked as a VP of Investment Banking at Green Capital Group (GCG) and beforehand at Merriman Capital (OTC:MERR), where he focused on financing and M&A for small cap, high growth companies. Prior to Merriman he worked as Financial Consultant for The Rohatyn Group where he assisted in the creation of deals and marketing for the Latin America Private Equity Group. Mr. Galsky also worked as a Wealth Manager for 5 years in a Private Wealth Management boutique firm. Mr. Galsky received his Masters degree in International Finance from Columbia University and a Bachelors in Science from Bentley University where he graduated Magna Cum Laude. He was born in Caracas, Venezuela and he is fluent in English and Spanish.

MICHEL HAUSMANN is a Venezuelan-born theater director, producer and writer. He is the co-founder and artistic director of Palo de Agua, a leading Venezuelan theater production company. Michel is the bookwriter and director of The Golem Of Havana a new original musical, which premiered at LaMama in August of 2013 and received it's a world premiere at Barrington Stage Company in July of 2014. Hausmann's Off Broadway credits include the New York Premiere of Vassily Sigarev's Black Milk at East 13th Theater and the New York premiere of The Color Of Desire, by Pulitzer Prize winning author Nilo Cruz. In Venezuela he directed the world premiere of Los Navegaos, the last play by renowned Venezuelan playwright Isaac Chocrón as well as successful productions of Fiddler on the Roof, Jesus Christ Superstar and The Producers that enjoyed an audience of 170,000 spectators. With Moisés Kaufman, he



co-directed the Venezuelan premiere of Gross Indecency: The Three Trials of Oscar Wilde. Michel received a BA from Emerson College and an M.F.A in theater directing from Columbia University. Hausmann is a New York Theater Workshop 2050 Fellow, a Shubert Presidential Fellow a Richard Rodgers Award finalist.

MOISÉS KAUFMAN is a Tony and Emmy nominated director and playwright. He most recently directed the Broadway revival of The Heiress, with Jessica Chastain, and wrote and directed 33 Variations on Broadway, starring Jane Fonda, which received 5 Tony nominations. Mr. Kaufman also directed Rajiv Joseph's Pulitzer Prize finalist Bengal Tiger at the Baghdad Zoo, with Robin Williams, on Broadway in Spring 2011. Previous to that, Mr. Kaufman directed the Pulitzer and Tony Award-winning play I Am My Own Wife. His plays Gross Indecency: The Three Trials of Oscar Wilde and The Laramie Project have been among the most performed plays in America over the last decade. Mr. Kaufman recently directed his first opera, El Gato con Botas (Puss in Boots). Other credits include: The Nightingale (La Jolla Playhouse), A Common Pursuit (Roundabout), Bengal Tiger at the Bagdad Zoo (Mark Taper Forum); Macbeth with Liev Schreiber (Public Theater); This Is How It Goes (Donmar Warehouse); One Arm by Tennessee Williams (New Group and Steppenwolf Theater Company); Master Class with Rita Moreno (Berkeley Repertory Theater); and Lady Windermere's Fan (Williamstown Theater Festival). Mr. Kaufman also co-wrote and directed the film adaptation of The Laramie Project for HBO, which received two Emmy Award nominations for Best Director and Best Writer. He is the Artistic Director of Tectonic Theater Project and a Guggenheim Fellow in Playwriting.

EDUARDO E. MULLER Based in Miami, Eduardo is a Managing Director at Morgan Stanley in the Private Wealth Management division. Prior to joining Morgan Stanley in May 2016, he worked for fifteen years as Director in Private Banking at Credit Suisse in Miami and spent eight years as Vice President in the Wealth Management Division of Goldman, Sachs & Co. in Miami, Houston and New York. He also worked at Citibank in the Capital Markets Group and with Procter & Gamble in Venezuela as Brand Manager. Eduardo received his MBA in Finance from the Wharton Business School and his degree with honors in Industrial Engineering from Lehigh University.

DAVID SCHARLIN is a second-generation Miami native. He grew up in Coconut Grove and graduated from Ransom Everglades School. He holds a B.A. in Economics from the University of Rochester and a J.D. from the University of Miami. Immediately after law school, he practiced law in Miami, specializing in transactional real estate and



corporate law. In the 25 years since he left the formal practice of law, he has co-founded several startup companies, including a film production company, a fast-casual restaurant franchise and a multi-store retail clothing business. In addition to his professional career, he has also pursued a commitment to the South Florida community, serving on the Boards of Directors of numerous local agencies including the Greater Miami Jewish Federation, Center for the Advancement of Jewish Education, Miami Jewish Film Festival, Beth David Congregation and the University of Miami Hillel. He and his wife Amy live in Coconut Grove and have four children.

MIAMI NEW (MIND) DRAMA

Miami New Drama d/b/a Miami Theatre Hub FISCAL YEAR 2016-2017 OPERATING BUDGET

SUMMARY SHEET

CTED ASSETS		2016	ı	2017		201
NED INCOME						•
Ticket Sales (Theatrical Prod)	\$	232,000.00	\$	606,000.00	\$	702,000.0
Ticket Sales (Special Events)	\$	24,000,00	8	215,600,00	-	235,200.0
Concessions	s		s	22,000.00		23,760.0
Merchandise	\$	3,500.00	\$	5,000.00		5,400.0
Rentals	<u> </u>	0,000.00	\$	200,000.00		
	 -		_		-	216,000.0
Service & Equipment Rentals			\$	100,000.00	-	108,000.0
Facility Fees	\$	-	\$	37,500.00	\$	40,500.0
TOTAL	\$	259,500.00	\$	1,186,100.00	\$	1,330,860.0
ARNED INCOME				14		
Individual Donors	s	185,000.00	s	185,000.00	s	400 000 0
	s		\$	· · · · · · · · · · · · · · · · · · ·		199,800.0
Corporate Sponsors		45,000.00	<u> </u>	68,000.00	\$	73,440.0
Colony Ops Subsidy	\$	*	\$	88,000.00	·	90,000.0
Grants	\$	65,000.00	\$	85,000.00	\$	91,800.0
TOTAL L PROJECTED ASSET	\$ \$	275,000.00 534,500.00	·	426,000.00	\$	
L PROJECTED ASSET	; \$	534,500.00	·	•	•	455,040.0 1,785,900.00
L PROJECTED ASSET	; \$	534,500.00	·	•	•	
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER	; \$	534,500.00	·	•	\$	
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees	RATIO	534,500.00 vs	\$	1,612,100.00	\$	1,785,900.00
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events)	RATION	534,500.00 NS	\$ \$ \$	1,612,100.00	\$ \$ \$	1,785,900.00 200,000.0 65,000.0
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPEF PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire	RATION	534,500.00 NS 16,000.00 30,500.00	\$ \$ \$ \$	90,000.00 65,000.00	\$ \$ \$	200,000.0 65,000.0 18,000.0
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes	RATION	534,500.00 NS 16,000.00 30,500.00 - 4,812.75	\$ \$ \$ \$ \$ \$	90,000.00 65,000.00 18,000.00	\$ \$ \$	200,000.0 65,000.0 18,000.0 1,800.0 29,476.8
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPEF PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire	RATION	534,500.00 NS 16,000.00 30,500.00	\$ \$ \$ \$ \$ \$	90,000.00 65,000.00 18,000.00 1,800.00	\$ \$ \$ \$	200,000.0 65,000.0 18,000.0 1,800.0 29,476.8
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING	RATION S S S S S S S S S S S S S S S S S S S	534,500.00 NS 16,000.00 30,500.00 - 4,812.75	\$ \$ \$ \$ \$ \$	90,000.00 90,000.00 65,000.00 18,000.00 1,800.00 18,091.80	\$ \$ \$ \$	200,000.0 65,000.0 18,000.0 1,800.0 29,476.8
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPEF PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING Property Management	\$ RATION \$ \$ \$ \$ \$ \$ \$ \$ \$	534,500.00 NS 16,000.00 30,500.00 - 4,812.75	\$ 5 5 5 5 \$ \$	90,000.00 90,000.00 65,000.00 18,000.00 1,800.00 18,091.80	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,000.0 65,000.0 18,000.0 1,800.0 28,476.6 314,276.8
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPEF PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING Property Management Meintenance-Day to Day/Projects	\$ RATION \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	16,000.00 30,500.00 - 4,812.75 51,312.75	\$ \$ \$ \$ \$ \$ \$	90,000.00 90,000.00 65,000.00 18,000.00 18,091.80 192,891.80	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,000.0 65,000.0 18,000.0 1,800.0 29,476.8 314,278.8
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPEF PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING Property Management Maintenance-Day to Day/Projects Meintenance Contractor	RATION \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	16,000.00 30,500.00 4,812.75 51,312.75	• • • • • • • • • • • • • • • • • • • •	90,000.00 90,000.00 65,000.00 18,000.00 18,091.80 192,891.80	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,000.0 65,000.0 18,000.0 29,476.8 314,276.8
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING Property Management Meintenance-Day to Day/Projects Maintenance Contractor Meintenance Supplies	RATION \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	16,000.00 16,000.00 30,500.00 - 4,812.75 51,312.75	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	90,000.00 65,000.00 18,000.00 1,800.00 18,091.80 192,891.80 24,000.00 15,000.00 10,000.00 8,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,785,900.00
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING Property Management Maintenance-Day to Day/Projects Maintenance Contractor Maintenance Supplies Utilities	RATION	16,000.00 30,500.00 4,812.75 51,312.75	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	90,000.00 65,000.00 18,000.00 1,800.00 18,091.80 192,891.80 24,000.00 15,000.00 10,000.00 8,500.00 85,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,000.0 65,000.0 18,000.0 28,476.8 314,276.8 24,000.0 15,000.0 10,000.0 8,500.0
L PROJECTED ASSET CTED LIABILITIES NISTRATIVE/BUILDING OPER PERSONNEL EXPENSES Full Time Salaries Part Time Employees Stagehand Wages (Special Events) Overhire Staff Payroll Taxes TOTAL BUILDING Property Management Meintenance-Day to Day/Projects Maintenance Contractor Meintenance Supplies	RATION \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	534,500.00 16,000.00 30,500.00	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	90,000.00 65,000.00 18,000.00 1,800.00 18,091.80 192,891.80 24,000.00 15,000.00 10,000.00 8,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,000.0 65,000.0 1,800.0 29,476.8 314,276.8

OFFICE				
Phone/Wireless	\$ 	\$	6,250.00	\$ 6,250.00
Office Supplies	\$ 	\$	1,850.00	\$ 1,850.00
Printing	\$ 	\$	3,200.00	\$ 3,200.00
Computers	\$ -	 \$	2,000.00	\$ 2,000.00
Postage	\$ 	\$	1,850.00	\$ 1,850.00
Office Furniture	\$ -	\$	2,000.00	\$ 2,000.00
IT Support	\$ -	\$	3,500.00	\$ 3,500.00
TOTAL	\$ •	\$	20,650.00	\$ 20,650.00

OVERHEAD			
Insurance	\$ 7,200.00	\$ 12,000.00	\$ 12,000.00
Legal	\$ -	\$ 4,500.00	\$ 4,500.00
TOTAL	\$ 7,200,00	\$ 16,500,00	\$ 16,500,00

DEVELOPMENT	 		
Campaigns	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00
Special Events	\$ -	\$ 20,000.00	\$ 20,000.00

	\$	1,250.00 \$	25,000.00		25,00
Contingency	\$	25,000.00 \$	54,982.00	\$	54,98
NISTRATIVE/OPS TOTAL	\$	84,762.75 \$	458,823.80	\$	580,208
TRICAL PRODUCTIONS/SPI	ECIAL E	VENTS			
PHYSICAL PRODUCTION Scenery/Major Props	\$	18,000.00 \$	26 000 00]		39.60
Props	\$	2,455.00 \$		\$	39,60
Costumes, Shoes, Accessories	\$	6,000.00 \$	14.800.00	\$	16,28
Hair, Make-Up, dry cleaning	\$	1,500.00 \$	2,250.00	\$	2,47
Lighting package	\$	7,825.00 \$	20,400.00	Š	22,44
Sound package	\$	3,750.00 \$	9,250.00	\$	10,17
Backline	\$	3,700.00 \$	5,000.00	\$	5,50
Perishables/Laptop TOTAL	\$	2,850.00 \$ 46,080.00 \$		\$	5,50
	Ť	46,080.00 \$	95,750.00	\$	105,32
CREATIVE/MANAGEMENT FEES Authors	\$	18,000.00 \$	25,000.00	•	27,50
Director	\$	6,500.00 \$		\$	12,10
Assistant Director	\$	3,500.00 \$	4,000.00	\$	4,40
Fight Director	\$	1,000.00 \$		\$	2,20
Choreographer	\$	2,000.00 \$		\$	8,80
Music Director	\$	7,200.00 \$	9,200.00	\$	10,12
Set Designer	\$	4,000.00 \$	8,000.00	\$	8,80
Costume Designer	\$	4,000.00 \$	2,600.00	\$	2,86
Lighting Designer	\$	4,000.00 \$	5,000.00	\$	5,50
Sound Designer	3	2,500.00 \$	2,600.00	\$	2,86
Props Designer	\$	8,000.00 \$	4,800.00	\$	5,28
Design Assistants	\$	3,000.00 \$		\$	7,48
Production Management Master Electrician	\$	12,500.00 \$ 7,500.00 \$		<u>\$</u>	40,15
Load In/Out Crew	\$	22,000,00 \$		\$ \$	16,50
Casting Director	1 \$	1,000.00 \$		\$	44,00
General Management TOTAL	\$	12,000.00 \$ 118,700.00 \$	22,000.00 214,500.00	\$	13,20 24,20 235,95
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast	\$ CREW FEE	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$	22,000.00 214,500.00 68,000.00	\$	24,20 235,95 74,80
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager	REW FEE	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$	22,000.00 214,500.00 68,000.00 40,400.00	\$ \$ \$	24,20 235,95 74,80 44,44
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast	\$ CREW FEE	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$ 11,000.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00	\$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager	SREW FEE	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00	\$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager	\$	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 20,000.00	\$ \$ \$ \$ \$	74,80 44,44 24,75 22,44 22,00
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer	\$	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe)	\$	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 20,000.00 10,750.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	74,80 44,44 24,75 22,44 22,00 11,82 22,00
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 14,007.00 \$ 101,420.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 20,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS	\$	12,000.00 \$ 118,700.00 \$ 8 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing	\$ S S S S S S S S S	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 202,055.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26 15,95 5,00
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 20,000.00 20,000.00 20,005.00 14,500.00 4,550.00 2,750.00 2,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,40 11,82 22,00 222,26 15,95 5,00 3,02
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 20,000.00 20,000.00 20,005.00 14,500.00 4,550.00 2,750.00 2,000.00 2,000.00 2,750.00 2,000.00 9,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26 15,95 5,000 3,02: 2,20 10,45
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 3,450.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 202,055.00 14,500.00 4,550.00 2,750.00 2,000.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,00 11,82 22,00 222,26 15,95 5,00 3,02 2,20 10,45 12,87
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 20,000.00 20,000.00 20,005.00 14,500.00 4,550.00 2,750.00 2,000.00 2,000.00 2,750.00 2,000.00 9,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,40 11,82 22,00 222,26 15,95 5,00 3,02 2,20 10,45 12,87
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 36,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$	22,000.00 214,500.00 214,500.00 40,400.00 40,400.00 22,505.00 20,400.00 20,000.00 20,000.00 202,055.00 4,550.00 2,750.00 2,000.00 2,750.00 2,000.00 4,550.00 11,700.00 45,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 222,26 15,95 5,00 3,02: 2,20 10,45 12,87 49,50
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 3,450.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 202,055.00 14,500.00 4,550.00 2,750.00 2,000.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00 1,750.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 222,26 15,95 5,00 3,02: 2,20 10,45 12,87 49,50
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$	22,000.00 214,500.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 20,000.00 20,000.00 202,055.00 14,500.00 4,550.00 2,750.00 2,000.00 11,700.00 45,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 222,26 15,95 5,00 3,02 2,20 10,45 12,87 49,50
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PAWardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 650.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$ 5,800.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 202,055.00 14,500.00 2,750.00 2,750.00 2,000.00 11,700.00 4,550.00 2,750.00 11,700.00 45,000.00 9,500.00 11,700.00 9,500.00 9,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,28 15,95 5,00 3,02 2,20 10,45 12,87 49,50
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees	\$ CREW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 4,900.00 \$ 1,700.00 \$ 4,900.00 \$ 1,700.00 \$ 5,800.00 \$ 19,200.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 14,500.00 4,550.00 2,750.00 2,750.00 11,700.00 45,000.00 9,500.00 9,500.00 9,500.00 4,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 21,82 22,00 3,02 2,20 10,45 12,87 49,50
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$ 5,800.00 \$ 1,500.00 \$ 2,000.00 \$ 3,450.00 \$ 1,500.00 \$ 2,800.00 \$ 3,800.00 \$ 3,800.00 \$ 3,800.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 14,500.00 4,550.00 2,750.00 2,750.00 2,750.00 4,550.00 9,500.00 11,700.00 45,000.00 9,500.00 9,500.00 9,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 3,02 22,26 15,95 5,00 3,02 2,20 10,45 12,87 49,50 14,00 14,00
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives Backline	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 14,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 650.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$ 5,800.00 \$ 1,500.00 \$	22,000.00 214,500.00 214,500.00 40,400.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 4,550.00 2,750.00 2,000.00 11,700.00 45,000.00 9,500.00 11,700.00 45,000.00 9,500.00 11,700.00 45,000.00 11,700.00 45,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26 15,95 5,00 3,02: 2,20 10,45 12,87 49,50 14,00 4,40 27,50 1,986
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 7,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 6,500.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$ 5,800.00 \$ 1,500.00 \$ 2,000.00 \$ 3,450.00 \$ 1,500.00 \$ 2,800.00 \$ 3,800.00 \$ 3,800.00 \$ 3,800.00 \$	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 14,500.00 4,550.00 2,750.00 2,750.00 2,750.00 4,550.00 9,500.00 11,700.00 45,000.00 9,500.00 9,500.00 9,500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 3,02 22,20 10,45 12,87 49,50 14,00 4,40 27,50 1,98
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives Backline Travel for One Off Events	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 1,700.00 \$ 4,900.00 \$ 4,900.00 \$ 4,900.00 \$ 19,200.00 \$ 5,800.00 \$ 1,700.00 \$ 4,900.00 \$ 1,700.00 \$ 1,500.	22,000.00 214,500.00 40,400.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 4,550.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 3,500.00 11,700.00 45,000.00 9,500.00 1,700.00 4,000.00 1,800.00 1,800.00 17,000.00 30,800.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,40 21,80 22,00 222,26 15,95 5,00 3,02 2,20 10,45 12,87 49,50 14,00 4,40 27,50 1,98 18,70
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives Backline Travel for One Off Events TOTAL ADVERTISING& PUBLICITY Marketing Fees	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 16,000.00 \$ 16,000.00 \$ 11,000.00 \$ 15,000.00 \$ 14,000.00 \$ 3,420.00 \$ 101,420.00 \$ 1,700.00 \$ 650.00 \$ 4,900.00 \$ 4,900.00 \$ 19,200.00 \$ 1,500.00 \$ 4,900.00 \$ 4,900.00 \$ 1,700.00 \$ 650.00 \$ 4,900.00 \$ 1,700.00 \$ 650.00 \$ 4,900.00 \$ 1,700.00 \$ 650.00 \$ 4,900.00 \$ 1,700.00 \$ 650.00 \$ 1,700.00 \$ 1,7	22,000.00 214,500.00 68,000.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 4,550.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,750.00 2,000.00 9,500.00 11,700.00 45,000.00 9,500.00 1,700.00 1,800.00 1,800.00 1,800.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26 15,95 5,00 3,02 2,20 10,45 12,87 49,50 14,00 14,00 1,45 1,98 18,70 52,586
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Assistant Stage Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives Backline Travel for One Off Events TOTAL ADVERTISING& PUBLICITY Marketing Fees Press Agent	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 14,000.00 \$ 3,420.00 \$ 101,420.00 \$ 1,700.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 4,900.00 \$ 19,200.00 \$ 5,800.00 \$ 5,800.00 \$ 4,900.00 \$ 4,900.00 \$ 4,900.00 \$ 5,800.00 \$ 5,800.00 \$ 5,800.00 \$ 5,800.00 \$ 1,500.0	22,000.00 214,500.00 40,400.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 4,550.00 2,750.00 2,750.00 2,750.00 3,500.00 11,700.00 45,000.00 9,500.00 9,500.00 11,700.00 45,000.00 9,500.00 11,700.00 45,000.00 11,700.00 45,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 21,82 22,00 3,02 22,20 10,45 12,87 49,50 14,00 14,00 15,50 1,98 18,70 52,580
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Company Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives Backline Travel for One Off Events TOTAL ADVERTISING& PUBLICITY Marketing Fees Press Agent Programs	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 14,000.00 \$ 7,000.00 \$ 3,420.00 \$ 101,420.00 \$ 1,700.00 \$ 2,000.00 \$ 4,900.00 \$ 3,450.00 \$ 19,200.00 \$ 5,800.00 \$ 5,800.00 \$ 4,900.00 \$ 4,900.00 \$ 5,800.00 \$ 5,800.00 \$ 5,800.00 \$ 5,800.00 \$ 1,500.00 \$ 5,800.00 \$	22,000.00 214,500.00 214,500.00 40,400.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 4,550.00 2,750.00 2,750.00 2,750.00 3,500.00 11,700.00 45,000.00 9,500.00 11,700.00 45,000.00 11,700.00 45,000.00 11,700.00 45,000.00 11,700.00 45,000.00 11,000.00 11,000.00 11,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20 235,95 74,80 44,44 24,75 22,44 22,00 11,82 22,00 222,26 15,95 5,00 3,02 2,20 10,45 12,87 49,50 14,00 14,00 15,40 15,96 18,70 52,58
General Management TOTAL CAST, STAGE MANAGEMENT, C Cast Production Stage Manager Assistant Stage Manager Assistant Stage Manager Band Crew (PA/Wardrobe) Lighting Programmer TOTAL PRE-PRODUCTION/REH EXPS Rehearsal Space Casting/EPAs Xerox/Printing Stage Management Expenses Housing/Travel- Company Transportation TOTAL DEVELOPMENT Opening Nights TOTAL MISC PRODUCTION EXP Artist Fees Community Initiatives Backline Travel for One Off Events TOTAL ADVERTISING& PUBLICITY Marketing Fees Press Agent	\$ REW FEE \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,000.00 \$ 118,700.00 \$ 118,700.00 \$ 35,000.00 \$ 16,000.00 \$ 11,000.00 \$ 14,000.00 \$ 14,000.00 \$ 3,420.00 \$ 101,420.00 \$ 1,700.00 \$ 2,000.00 \$ 1,700.00 \$ 4,900.00 \$ 4,900.00 \$ 19,200.00 \$ 5,800.00 \$ 5,800.00 \$ 4,900.00 \$ 4,900.00 \$ 4,900.00 \$ 5,800.00 \$ 5,800.00 \$ 5,800.00 \$ 5,800.00 \$ 1,500.0	22,000.00 214,500.00 40,400.00 40,400.00 22,505.00 20,400.00 10,750.00 20,000.00 4,550.00 2,750.00 2,750.00 2,750.00 3,500.00 11,700.00 45,000.00 9,500.00 9,500.00 11,700.00 45,000.00 9,500.00 11,700.00 45,000.00 11,700.00 45,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,20

L OP. BUDGET	\$	513,622.75	\$	1,367,142.10	\$	1,596,753.69
DUCTIONS SUBTOTAL	\$	428,860.00	\$ \$	908,318.30	\$	1,016,544.89
Contingencies	\$	26,000.00	\$	105,736.46	\$	116,310.11
SUB TOTAL						
TOTAL	\$	36,240.00	\$	72,976.84	\$	75,419.20
USA Pension & Welfare	\$	2,900.00	\$	4,800.00	\$	4,004.0
AEA Health	\$	12,600.00	55	34,680.00	\$	38,760.0
AEA Pension	\$	4,960.00	\$	6,840.40	\$	11,519.6
SDC Benefits	. \$	-	\$	2,500.00	\$	2,800.0
Payroli Taxes- For Productions	\$	10,780.00	\$	11,856.44		1,185.6
Insurance (Supplemental)			\$	4:500.00	s	5,200,0
Accounting/Payroll Service	\$	4,500.00	\$	6,000.00	8	10,000.0
Legal Fees and Expenses	\$	-	\$	-	-	
Supplies	\$	500,00	\$	1,800.00	\$	1,950,0
GENERAL & ADMINISTRATION						
TOTAL	\$	90,320.00	\$	132,000.00	\$	145,200.0
Marketing/Eblasts	- \$	63,000.00	\$	80,000.00	\$	88,000.0

Miami Theater HUB Inc. Profit & Loss Janauary through December 2015 (DRAFT)

Total Payroll Expenses

Ordinary Income/Expenses Income			
Donation			
Ricardo Hausmann		75,000.00	
Helene and Martin Lindenfeld		10,000.00	
Eduardo and Yael Muller		10,000.00	
Miami Fnd 4216 Miami ("Miami Give Day")		36,321.30	
Total Income			131,321.30
<u>Expenses</u>			
Bank Charges			
Independent Contractor			
Jeremy Stroller	(12,014.54)		
Michael Hausmann	(34,615.34)		
Carolos Mena	(257.43)		
December Payroll-Independent Contractors	(7,016.66)		
Total Independent Contractors		(53,903.97)	
Payroll Expenes			
Salaries & Wages-December Payroll	(12,004.31)		
Michael Hausmann-Payroll Taxes	(2,648.07)		
December Employer Payroll Taxes	(1,314.46)		
AEA Dues	(346.11)		
Payroll Processing Fee	(375.82)		
		(16,312.95)	
Graphic Designer		(2,000.00)	
Video Services		(2,000.00)	
Misc Services		(250.00)	
Production Manager		(2,033.33)	
Casting		(800.00)	
Associate Director		(500.00)	
General Manager		(2,750.00)	
Other Payroll		(5,665.43)	

(84,513.68)

Recruiter Fee	(840.00)
Actors Apartment Rental	(3,700.00)
Theater Rental	(25,460.61)
Truck Rental	(4,997.24)
Public Relations	(2,937.50)
Legal Expenses	(500.00)
insurance Expenses	(6,200.00)
Travel & Entertainment Expenses	
Non-Taxable Expense Reimbursement	(1,668.35)
Travel and Entertainment Expenses	(1,033.58)
	(2,701.93)
Bank Fees	(220.00)
Taxes	(100.00)
Florida State Department	(61.25)
	(161.25)
Total Expense	(132,232.21)
Net Ordinary Income	(910.91)
Net income	(910.91)

THE GOLEM OF HAVANA Final Net Sales

_	
\$	13,235.00
\$	7,431.00
\$	7,320.00
\$	12,395.00
\$	13,335.00
\$	7,525.00
\$	10,135.00
\$	12,105.00
\$	7,410.00
\$	7,115.00
\$	16,980.00
\$	13,035.00
\$	12,170.00
\$	8,145.00
\$	16,900.00
\$	12,919.00
\$	10,240.00
\$	8,855.00
\$	16,475.00
\$	13,460.00
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

TOTAL NET \$ 227,185.00 LESS TICKETING FEES



CURRENT COMPANY STAFF

Miami New Drama has the current roster of staff. Detailed job descriptions for each follow this page.

- Artistic Director
- Managing Director
- o Company/Office Manager
- o Production Manager
- o Accountant
- o Grants Writer



INCREMENTAL STAFFING PLAN

Miami New Drama's expansion plan includes incrementally and strategically expanding staff within the following 6 month to 2 year period.

This allows the company to staff its expansion initiative of venue management and programming additions while being fiscally responsible.

• 6 months-1 Year Staffing Plan:

- o Box Office Manager
- Box Office Assistant
- House Managers
- Ushers
- Housekeeping Staff
- Facilities Manager

• 2-3 year Staffing Plan:

- o Development Director
- o Rentals Manager
- o Education Director (part time)



CURRENT STAFF

MICHEL HAUSMANN Artistic Director

A Venezuelan-born theater director, producer and writer. He is the co-founder and artistic director of Palo de Agua, a leading Venezuelan theater production company. Michel is the bookwriter and director of The Golem Of Havana a new original musical, which premiered at LaMama in August of 2013 and received it's a world premiere at Barrington Stage Company in July of 2014. Hausmann's Off Broadway credits include the New York Premiere of Vassily Sigarev's Black Milk at East 13th Theater and the New York premiere of The Color Of Desire, by Pulitzer Prize winning author Nilo Cruz. In Venezuela he directed the world premiere of Los Navegaos, the last play by renowned Venezuelan playwright Isaac Chocrón as well as successful productions of Fiddler on the Roof, Jesus Christ Superstar and The Producers that enjoyed an audience of 170,000 spectators. With Moisés Kaufman, he co-directed the Venezuelan premiere of Gross Indecency: The Three Trials of Oscar Wilde. Michel received a BA from Emerson College and an M.F.A in theater directing from Columbia University. Hausmann is a New York Theater Workshop 2050 Fellow, a Shubert Presidential Fellow a Richard Rodgers Award finalist.

LISA DOZIER KING

Managing Director

Lisa Dozier King has been on staff at Symphony Space, Manhattan Theatre Club, and the New 42nd Street. She was the founding general manager for THE RIDE, a 25 million dollar theatrical tourism company based in Times Square, and also was the Producing Artistic Director for the Emelin Theatre, a non profit performing arts center in New York with a 1.7 million dollar budget. Her management firm in New York City has managed more than seventy professional productions. Recent/Current NYC Off Broadway credits: Leonard Nimoy's Vincent, Promising, Bedbugs the Musical (NY Times Critics' Pick), The Erlkings, Breakfast with Mugabe (NY Times Critics' Pick), Final Analysis, Sistas the Musical, F#%king Up Everything (NY Times Critics' Pick), Ten Chimneys, Bronte: A Portrait of Charlotte. She is the resident general manager for the National Alliance for Musical Theatre's Festival of New Musicals and is on faculty at the University of Miami as the BFA theatre management program director.

MOISÉS KAUFMAN

Artistic Associate

A Tony and Emmy nominated director and playwright. He most recently directed the Broadway revival of The Heiress, with Jessica Chastain, and wrote and directed 33 Variations on Broadway, starring Jane Fonda, which received 5 Tony nominations. Mr. Kaufman also directed Rajiv Joseph's Pulitzer Prize finalist Bengal Tiger at the Baghdad Zoo, with Robin Williams, on Broadway in Spring 2011. Previous to that, Mr. Kaufman directed the Pulitzer and Tony Award-winning play I Am My Own Wife. His plays Gross Indecency: The Three Trials of Oscar Wilde and The Laramie Project have been among the most performed plays in America over the last decade. Mr. Kaufman recently directed his first opera, El Gato con Botas (Puss in Boots). Other credits include: The Nightingale (La Jolla Playhouse), A Common Pursuit (Roundabout), Bengal Tiger at the Bagdad Zoo (Mark Taper Forum); Macbeth with Liev Schreiber (Public Theater); This Is How It Goes (Donmar Warehouse); One Arm by Tennessee Williams (New Group and Steppenwolf Theater Company); Master Class with Rita Moreno (Berkeley Repertory Theater); and Lady Windermere's Fan (Williamstown Theater Festival). Mr. Kaufman also co-wrote and directed the film adaptation of The Laramie Project for HBO, which received two Emmy Award nominations for Best Director and Best Writer. He is the Artistic Director of Tectonic Theater Project and a Guggenheim Fellow in Playwriting.



PABLO SOUKI

Technical Director

Pablo Souki is originally from Caracas, Venezuela, where he was a founding member of the KST Project Theater Company. He got a degree in Electronics Engineering from Simón Bolívar University in Caracas, then decided he was making a mistake and that he should go into technical theater instead. He was Production Supervisor for the KST Project, before getting an MFA in Technical Design and Production at the Yale School of Drama. Pablo is currently a Senior Lecturer in the University of Miami Department of Theatre Arts, and is the Production Manager at UM's Jerry Herman Ring Theatre.

JESSICA KASCHUBE

Grants Writer

Jessica Kaschube is the current General Manager of GableStage and an independent grant writer focused on seeking funding for newly developed arts organizations. She previously worked in various technical and managerial capacities for Alabama Shakespeare Festival, The Montana Repertory Theatre, and Alpine Theatre Project. She graduated from The University of Montana with a BFA in Technical Theatre and Design in 2010, where she was the recipient of the prestigious Talent Scholarship. She has experience as a counselor and Stagecraft instructor at French Woods Performing Arts Camp in Hancock, NY. In Montana and Alabama, she annually participated in the State Thespian Conference by teaching multiple workshops on scenic painting and lighting design. She has taught theatre classes for K-2 grade levels and assisted in the implementation of the first Summer Tech Camp at the Alabama Shakespeare Festival.

MICHAEL RUBENSTEIN

Accountant

Michael Rubenstein is a financial and business development executive with 20 plus years of experience. TONY Award winning Producer of 'Pippin' and Associate Producer and Director of Development for the 55th Drama Desk Awards. Michael is currently involved with producing several theatrical productions, a television reality show, independent and feature films under development. Board Member and Treasurer of Amas Musical Theatre (Non-Profit Diversity Workshop Theatre Organization). Over the course of his career, Michael has built infrastructures to support companies through transitions, market fluctuations, start-ups and high-growth cycles. Michael's responsibilities have extended far beyond finance to include strategic and tactical business planning, IT, marketing, new product development, manufacturing and general operating management. Michael is also a CPA with four years of Big 4 experience with Ernst & Young.



Artistic Director Job Description

The Artistic Director for Miami New Drama serves as the pentacle leader of the organization. Reporting to the board of directors, the Artistic Director is responsible programming, conceiving and implementing artistic initiatives consistent with Miami New Drama's mission statement, as well as developing artistic collaborations and endeavors to further expand the organization.

Artistic Director Responsibilities:

- Serve as the main face of the organization to the local, national and international communities.
- Develop and maintain collaborations with local, national and international artists as well as renowned theatre companies around the globe.
- Develop new and innovative artistic initiatives relevant to Miami's vibrant cultural landscape.
- Select and communicate with Managing Director regarding company programming.
- Approve all marketing materials to be consistent with artistic branding of both the organization and production to the public.
- Oversee selection process of artists on productions as well as the design process through involvement in design meetings, production meetings and rehearsals.
- Strive for the highest level of artistic excellence for all artistic endeavors of the organization through hands on leadership and supervision.
- Work in tandem with Managing Director to inspire staff, board and patrons in the collective goal for the artistic growth and success of Miami New Drama.
- Actively participate in fundraising initiatives for the organization.
- Collaborate with the Managing Director to maintain budget provisions as well as monitor profit/loss margins to have both artistic and financial health within the organization.
- Responsible for creating and implementing short and long term goals, as the leading visionary of the institution.
- Serve as the leader for the employees of MIND to motivate and retain the best talent possible in the realms of artistic and management structures.

Artistic Director Skills and Experience:

- Minimum of 10+ years in the professional arts realm as an artistic leader
- Pioneering artistic leadership
- A strong artistic aesthetic consistent with Miami New Drama's mission
- · Ability to manage and empower staff
- Excellent verbal and written communication.



- Public speaking strength
- Detail oriented
- Ability to focus simultaneously on long and short term company goals
- Fundraising experience with foundations, grants, local donors and patrons
- Track record of financial stability at prior organizations



Managing Director Job Description

The Managing Director, reporting to the Artistic Director, serves as the management and producing executive of Miami New Drama. Responsible for managing all financial, staffing and logistical facets of the organization, the Managing Director acts as the management counterpart to the Artistic Director in all facets for the organization's continued excellence and growth.

Managing Director Responsibilities:

- Collaborate with Artistic Director to implement Artistic Director's artistic vision and aesthetic for the company's mission statement in both season and long term planning through strategizing and implementation of company structure, staffing, financial goals and programming initiatives.
- Oversees hiring process of contracting all company staff, production employees and artists.
- Trains and supervises all Miami New Drama staff.
- Creates and implements all day-to-day business policies and procedures; including but not limited to vendor agreements, ticketing, time sheets and asset withdrawal/income record keeping.
- Leads and empowers all Miami New Drama staff, part time employees and independent contractors to create a positive and fruitful working environment with high retention rates for team members.
- Serves as the executive liaison for all union negotiations, including but not limited to
 Actors' Equity Association, Society of Stage Directors and Choreographers, United Scenic
 Artists and International Alliance of Theatrical Stage Employees; negotiating and
 executing all contracts, requesting concessions, facilitating all bond paperwork and
 supervising all benefits payments in both execution and record keeping.
- Supervises and collaborates with accountant on all bookkeeping of financial records, as well as creating profit/loss reports on a quarterly and production basis.
- Creates annual budgets, production budgets and long term strategic budgets for Miami New Drama that entail overall structure as well as specific production financial scopes, based on Artistic Director's season plans
- In tandem with Artistic Director, creates and implements strategic marketing plan for productions
- In tandem with Artistic Director, plans and executes fundraising events
- Manages company event calendar and coordinates curated rentals of local Miami organizations in a realm of disciplines.



- Collaborates with Artistic Director and Grants Writer on grant and foundation applications for both company based and production based donations
- In tandem with Artistic Director, serves as the supervisor for all public relations related endeavors; including writing press releases and coordinating media related events.
- Coordinates box office requests with staff, including but not limited to group sales endeavors, discount code creation, event programming for ticketing, and VIP ticket requests.
- Manages payroll company with negotiating agreement, supervising payroll documents and weekly distribution, as well as quarterly and annual employee and company related employee tax forms and payments.
- Plans, programs and supervises implementation of multi faceted performing arts events in the disciplines of music (classic, pop, Latin, jazz and more), dance (classical, modern, ballroom), family (theatre, concerts) and more through relationships in the performing arts world by negotiating, contracting and booking artists for a dynamic performing arts component to the season within Miami New Drama's mission.
- Supervises all company management facets of events operations through negotiations
 of riders and performer fees, as well as implementation of show needs with production
 manager, box office and other staff.
- In tandem with Artistic Director, explores, plans and implements strategic goals
- Serves as the chief point of contact for all financial department related activities, including accounts payable, accounts receivable and petty cash requests.
- Prepares and analyzes financial assessments, including but not limited to profit/loss reports, balance sheets, and trends within financial spending and income.
- Negotiates and serves as the main contact to bind all insurance policies, including but not limited to general liability, workers' compensation, disability, unemployment, special event and theatre gear rental umbrella policies.
- Serves as face to the community representing Miami New Drama to patrons, vendors and other alliances

Managing Director Skills and Experience:

- Minimum of 10+ years in the professional arts realm as a manager of arts institutions with minimum operating budgets of 1M
- Outstanding attention to detail
- Ability to manage and empower staff
- Excellent verbal and written communication
- Public speaking strength
- Performing arts programming expertise in areas of music, dance, film and family entertainment
- Ability to focus simultaneously on long and short term company goals
- Fundraising experience with foundations, grants, local donors and patrons



- Track record of financial stability at prior organizations
- Possess an expertise in all artistic business standards and practices in the United States



Production Manager Job Description

The Production Manager, reporting to the Managing Director, serves as the main liaison for all physical production aspects of the organization, including acting as the direct supervisor for all technical staff and crew members.

Production Manager Responsibilities:

- Oversee scheduling and staffing for all technical personnel and crew for all load in, technical rehearsals, performances and strike dates.
- Evaluate all design facets prior to design implementation to analyze achievability within the scope of budget and scheduling provisions.
- Facilitate implementation of set, costumes, props, lighting, sound and projection designs through realizing designs within scheduling and budgetary limitations
- · Bid, select and contract all shops to implement designs
- Review all gear request lists for lighting and audio packages to assess best method to secure items, or make adjustments as needed regarding budgetary and artistic priorities
- Track and report to Managing Director all physical production related expenses with materials, shop fees, staff expenses and crew salaries.
- Facilitate all rehearsal needs in regards to physical production.
- Create and coordinate, in tandem with Artistic Director and Managing Director, realistic load in and technical schedules with delivery of physical production items, crew and cast scheduling, as well as conveying finalized schedule to venue personnel.

Production Manager Skills and Experience:

- Minimum 5+ years experience in a production management capacity within the realm of the performing arts
- Expertise in all theatrical technical direction terminology and programs
- Proven track record of budgeting and financial implementation of budgets for theatrical productions and performing arts special events
- Knowledge and experience supervising union crew in job descriptions, assignments and scheduling
- Ability to simultaneously work on multiple projects



Company/Office Manager Job Description

The Company/Office Manager, reporting to the Managing Director, serves as the main liaison for all physical production aspects of the organization, including acting as the direct supervisor for all technical staff and crew members.

Company/Office Manager Responsibilities:

- Spearhead administrative needs for office operations
- Coordinate and manage travel for artists coming in from out of town; including but not limited to airfare, lodging, ground transportation
- Manage company ticket requests
- Collect and distribute PR items from company, including but not limited to marketing materials, headshots and biographies
- Collect employee tax forms for payroll submission
- Distribute payroll to company and staff
- Organize staff and company events, including first day of rehearsal meet and greets and talk backs after performances
- Select database entry for accounting
- Scanning and organizing of all company receipts
- Attends and takes notes at relevant board meetings and strategic planning sessions for the organization
- Serves as the liaison for the Artistic Director and Managing Director at all performances starting at half hour prior to the performance before the start of the show
- The main contact for the venue box office staff during performance times
- In tandem with Artistic Director and Managing Director, facilitates advancing of rental shows with drafting agreements, acquiring riders and being a contact for renters

Production Manager Skills and Experience:

- Minimum 2+ years of relevant experience
- Detail oriented
- Ability to work well with a variety of personalities
- Proficiency in Word, Excel and Google Calendar
- Flexible work hours
- Valid drivers' license



Venue Maintenance Plan

Miami New Drama has a long term plan with the growth of the organization to hire a full time facilities manager. This facilities manager, reporting to the Managing Director, would manage all facets of the building, including but not limited to:

- HVAC repairs
- Utilities management
- Project management for all renovation initiatives
- · Scheduling of custodial and repair staffing
- Fire and safety code compliance
- Facilities budgeting
- Serve as the contractor to implement, manage and supervise vendor bids for all facilities related projects
- Spearhead energy efficiency programs

The facilities manager is a key part of the 1-2 year strategic plan.

During the 2016-2017 season, Miami New Drama has begun plans for a stepping stone year to manage all facets of maintenance. The Artistic Director and Managing Director would supervise all facilities related maintenance and initiatives and engage, on a monthly retainer, a vetted venue maintenance company to contract all maintenance related functions and projects.



Partnerships

International: Festival Santiago a Mi

Festival Santiago a Mil - Santiago Chile Teatro Chacao - Venezuela Estudio Gershanik - Argentina

National:

Tectonic Theater Project New York Theatre Workshop Siti Company The Play Company

Local:

MDC Live Arts Miami Light Projet GableStage Nu Deco Ensamble O, Miami Poetry Festival

Artists:

Gregory Mosher Tony winning Director and Former Lincoln Center Artistic Director Doug Wright - Tony and Pulitzer Winning Author Jane Fonda - Oscar Winning Actress



SUPPORTERS

Local Supporters:

- -Miami Beach Chamber of Commerce
- -Miami-Dade County Cultural Affair's Office Michael Spring
- -Lincoln Road Business Improvement Districts, Inc
- -Miami International Film Festival Jaie Laplante
- -GableStage Joseph Adler
- -Miami Light Project Beth Boone
- -Miami Dade College Live Arts (MDC Live Arts) Kathryn Garcia
- -Miami Jewish Film Festival Igor Shteyremberg
- -Miami Art Zine Harvey Burnstein
- -Nu Deco Ensamble Sam Hyken
- -The New Tropic Christopher Sopher

National Supporters

- -New York Theatre Workshop- (Tony award winning theatre)
- -La Jolla Playhouse America's premiere regional theatre
- -Anne Bogart Award winning director. Artistic director Siti Company
- -Gregory Mosher Fmr. Artistic director Lincoln Center. Two times Tony Award winner
- -Doug Wright Tony and Pulitzer award winning playwright. President, Dramatist Guild of America



May 11, 2016

City of Miami Beach Cultural Arts Council Finance Committee

Dear Finance Committee Members,

My name is Kathryn Garcia and I am the Executive Director of Miami Dade College's MDC Live Arts, a nationally recognized performing arts presenter with a celebrated history of bringing outstanding live arts experiences to Miami. Annually, we produce a diverse series of stellar performances, presenting today's most exciting artists while creating meaningful encounters between these artists, the students of MDC, and the community through workshops and residency activities.

As one of the City's significant presenting organizations, I am thrilled to learn about the exciting efforts the City of Miami Beach is exploring with Miami New Drama to transform the Colony Theatre, from a rental venue to a true cultural institution.

As presenters we have worked for many years at the Colony Theatre and we understand all too well the many challenges and frustration associated with the current management. We look forward to the Colony Theatre being managed by an organization that better understands and serves the needs of its clients. We have faith that Miami New Drama is that organization and can lead the Colony Theatre into achieving this exciting transformation.

Please feel free to contact me if you should need any more information.

Best,

Kathryn Garcia

NEW YORK THEATRE WORKSHOP

Board of Trustees

James C. Nicola ARTISTIC DIRECTOR April 27, 2016

Jeremy Blocker Managing Director

To Whom It May Concern:

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Heather Randall Co-President

Noel E. D. Kirnon Co-President/Treasurer

Allan S. Gordon VICE-CHAIR

Anthony E. Napoli VICE PRESIDENT

Gail Bell SECRETARY

Stephen Graham FOUNDING TRUSTEE

Jack Bamberger Claudia Caffuzzi Barbara Cutler Ellen Fleysher Janet Harckham Hans Humes Kelly Fowler Hunter Susan Petersen Kennedy Bokara Legendre Andrea Miller John D. Olson Scott Shay Deborah Voigt Brian Vollmer Doug Wright Katherine Yoh

I am submitting this letter in support of Miami New Drama, led by Artistic Director Michel Hausmann and Artistic Associate Moises Kaufman, in its effort to create a regional theater at the historic Colony Theatre.

I am, and have been, the Artistic Director of New York Theatre Workshop (NYTW) since 1988. NYTW is an Off-Broadway theatre dedicated to supporting theatre artists at all stages of their careers and providing an environment where theatre can be created free of the forbidding financial demands often associated with commercial ventures. In my tenure, NYTW has remained steadfast to its founding commitment of nurturing both established and emerging theatre artists, promoting collaboration and bold experimentation with theatrical forms. I have guided the development of many NYTW world premieres, including the award-winning productions *Once* (8 Tony Awards) and *Peter and the Starcatcher* (5 Tony Awards) on Broadway. NYTW's productions have received a Pulitzer Prize and multiple Tony, Obie, Drama Desk and Lucille Lortel Awards. The New York Theatre Workshop extensively supports projects throughout the production process and hosts between sixty and eighty developmental workshops annually.

I first encountered Michel Hausmann when he applied to be in the first cohort of 2050 Fellows at New York Theatre Workshop in 2012. After a rigorous application process, Michel was selected out of over two hundred applicants to spend a year in residence at NYTW. I was moved by Michel's unbounded energy and joyous spirit and see in him a promising artistic leader. I have known Artistic Associate Moises Kaufman for twenty five years and have supported the development of many of his projects, including *Gross Indecency* and *The Laramie Project*.



Board of Trustees

James C. Nicola ARTISTIC DIRECTOR Working in tandem, these artists are sure to enhance the cultural life of Miami Beach and bring the city into the national cultural conversation.

Jeremy Blocker Managing Director

If you require anything further, please do not hesitate to ask.

Barbara Warner Howard

CHAIR

Heather Randall Co-President

70-1 RESIDENT

Noel E. D. Kirnon CO-PRESIDENT/TREASURER

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Anthony E. Napoli VICE PRESIDENT

Gail Bell SECRETARY

Stephen Graham Founding Trustee

Jack Bamberger
Claudia Caffuzzi
Barbara Cutler
Ellen Fleysher
Janet Harckham
Hans Humes
Kelly Fowler Hunter
Susan Petersen Kennedy
Bokara Legendre
Andrea Miller
John D. Olson
Scott Shay
Deborah Voigt
Brian Vollmer
Doug Wright

Katherine Yoh

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ames C. Nicola

Yours Truly,

79 East 4th Street New York, New York 10003 212-780-9037 Fax: 212-460-8996 Box Office: 212-460-5475 www.nytw.org

Doug Wright 140 West 23rd Street PHC New York, NY 10011 dougwrite@sol.com (917) 842-0767

April 30, 2016

Finance Committee /Cultural Arts Council City of Miami Beach

To Whom it May Concern

It is a pleasure to enthusiastically recommend the extraordinary artistic talent and leadership of Moisés Kaufman. Moisés is one of the premier artists currently working in our national theater. Both as a director and writer, he has created theater that has left a firm mark on the country's conscience, from Gross Indecency to The Laramie Project. Few contemporary dramatists have had such a positive and lasting impact.

I have known Moisés for over a decade. He directed and developed my play / Am My Own Wife, for which I received the Pulitzer Prize and the Tony award. For his remarkable craftsmanship, Moisés received a Tony nomination and the Obie Award. It was the most thrilling and satisfying professional and seathefic experience of my career, thanks in large part to Moisés' artful stewardship.

Moisés is no stranger to the tough tasks of building theater companies; his own group, Tectonic, has been forging compelling work in New York City for over twenty years. Moisés is profoundly committed to creating an equally vital cultural institution in Miami Beach; already, the group he recently co-founded. Miami New Drama, has already enjoyed considerable success. If he's granted the opportunity to give the company a permanent home in the Colony Theater on Miami Beach, I have every confidence he will bring international acclaim to your beloved city.

I look forward to the great success that I am certain Moisés and Miami New Drama can bring to the Colony Theatre and to the entire community. Please don't hesitate to contact me if I can be of further service.

Sincerety,

Doug Wright

Anne Bogart 272 West 107 Street #16B New York, NY 10025

April 16, 2016

To Whom It May Concern:

I am writing here with great enthusiasm and support for Artistic Director Michel Hausmann and Miami New Drama. I am a Professor at Columbia University where I oversee the Graduate Directing Program. I am also the Co-Artistic Director of SITI Company, based in New York City. What Mr. Hausmann and his Associate Artistic Director, the world-renowned Moises Kaufman, are bringing to the city of Miami Beach is nothing short of remarkable and, yes, miraculous. The existence of Miami New Drama is bringing the city of Miami Beach closer to the national theatrical conversation. I am terrifically excited about what is currently happening, with the upcoming productions and planning and, in general, I am enthused about the future of Miami New Drama. I also look forward to collaborating artistically with Mr. Hausmann, Mr. Kaufman and their magnificent cohort.

Please do not hesitate to contact me if I can be of any influence in insuring the future of Miami New Drama at the Colony Theater.

Sincerely,

Anne Bogart



Daniel Marrs
Small Business Consultant

Phone: 212-239-9400 x.42140

Fax: 877-559-8683

Email: dmarrs@paychex.com

Officer Only Payroll Package

MIAMI NEW DRAMA Plan: Based on 10-20 employees, paid monthly the cost for our services is as follows:

Payroll Service (included)

- · Simple reporting by phone, fax, email or online
- You are assigned one payroll specialist to assist with managing your payroll process
- Your rep will assist you with obtaining any Federal and State ID numbers (if needed)

Taxpay Service (included)

Paychex will assume full liability for the accuracy and timeliness of all federal and state tax compliance as follows:

- Deposits of all federal tax liability
- Deposits of all state tax liability
- Deposits of all federal and state unemployment taxes
- Preparation and filing of the quarterly 941 tax return and the annual 940 tax return
- Preparation and filing of the NYS 45 quarterly tax return
- Preparation and filing of the MCTMT quarterly tax return
- Preparation and filing of the annual W-2's and W-3 filing (1099's included if applicable)

Employee Pay Package (included)

Paychex will pay your employees with various options for you and your employees as follows:

- Direct Deposit: Employees can deposit into multiple accounts
- Check Insertion: Checks or stubs will be inserted in envelopes to protect confidentiality
- Check Signing: Checks are laser signed with your signature and drawn off your account or
- Readychex: Checks are pre-signed and drawn off the Paychex bank account to protect the confidentiality of your employer bank account and eliminate bank reconciliation

Labor Compliance Poster Kit (included)

State and Federal Labor Law posters, including any updates

Online Reporting (included)

Paychex will automatically set up both you and your accountant to view all your reports online; Paychex will archive up to four years of payroll history so you will be able to date range any specific employee payroll or company payroll information needed immediately; you will also have access to all federal and state tax returns, as well as W-2's filed for prior years; Mac Compatible

Logo Service (included)



INSURANCE BINDER

DATE (MM/DD/YYYY) 10/15/2015

THIS BINDER IS A TEMI	PORARY INSURANCE CONTRACT, SUB	JECT TO THE CONDITIONS !	SHOWN ON PAGE 2 OF TI	HIS FORM.
_		Travelers Casualty &	Surety	·
C & S Intl Insurance Br		EPPECTIVE	B15101	511727 EXPIRATION
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PHONE		10/12/2015 12:01		
(A)C, No. Ext: (212) 406-4499	FAX, Noj. (212) 406-7584	PER EXPIRING POLICY #	END COVERAGE IN THE ABOVE NAI	MELI COMPANY
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INSURANCE BINDER

DATE (MM/OD/YYYY) 10/15/2015

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THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUB	JECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM. COMPANY BINDER #
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Page 1 of 2

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Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT IN SMALL PROFESSIONAL THEATRES

Effective Date: June 8, 2015 Expiration Date: June 4, 2017

NATIONAL OFFICE

165 West 46th Street New York, NY 10036 (212) 869-8530 phone (212) 719-9815 fax

CHICAGO OFFICE

557 West Randolph Street Chicago, IL 60661 (312) 641-0393 phone (312) 641-6365 fax

HOLLYWOOD OFFICE

5636 Tujunga Ave North Hollywood, CA 91601 (323) 978-8080 phone (323) 978-8081 fax

ORLANDO OFFICE

10319 Orangewood Boulevard Orlando, FL 32821 (407) 345-8600 phone (407) 345-1522 fax

www.actorsequity.org

MINIMUM COMPENSATION TABLES

(Referenced to Rule 52, SALARIES.)

Minimum Weekly Salaries for a Theatre's First Year of Operation

Note: Minimum salaries, divided by total weekly hours, must meet or exceed all applicable minimum wage laws.

Rates Effective from June 6, 2016 through June 4, 2017

Category	Weekly Perfs	Actor Weekly Hours	Actor Min Salary	Actor Overlap Increment	SM Weekly Hours	SM Min Salary	ASM Min Salary	SM Overlap Increment	SM Overlap Hours	Overtime (per 1/2 hour)
1	4	22	\$236	\$50	24	\$280	\$256	\$100	32	\$8.10
2	4	26	\$277	\$50	30	\$330	\$318	\$100	38	\$8.10
3	4	30	\$318	\$50	34	\$379	\$359	\$125	40	\$8.10
4	5	30	\$352	\$75	34	\$425	\$379	\$125	40	\$8.80
5	5	34	\$393	\$75	38	\$473	\$418	\$150	48	\$8.80
6	6	34	\$443	\$75	38	\$530	\$465	\$156	48	\$9.80
7	6	38	\$490	\$75	42	\$622	\$514	\$175	52	\$9.80
8	7	38	\$550	\$75	42	\$651	\$570	\$175	52	\$10.85
9	7	42	\$622	\$100	46	\$726	\$637	\$200	56	\$11.10
10	8	42	\$684	\$100	46	\$799	\$710	\$200	56	\$12.70

Pension: 8%

Health (including Supplemental Workers Comp):

Categories 1 - 5: \$158.00 per contract per week Categories 6 - 10: \$173.00 per contract per week

Available NOW	REQUEST AMOUNT	DUE DATE	GRANT PERIOD	NOTES
Miami Beach Dept Cultural Affairs	20,000	2/5/2016	Oct 1, 2016-Sept 30, 2017	
Miami Foundation (Pre-Proposal)	15,000	2/18/2016	June 1, 2016-May 31, 2017	
Knight Arts Challenge 150 words	N/A	Apr-16		
Wells Fargo Grant	requests vary (10,000-		90 day response time and a May-16 check within 30 days of approval.	Event sponsorships are also available. Due 90 days prior to the event. If applying for the grant, cannot apply for the sponsorship.
Miami Dade County Community Grant Q1	7,500	est. July	Oct 1-Dec 31, 2016	
Miami Dade County Tourist Dev Council Q1	15,000	est July	Oct 1-Dec 31, 2016	
Dunspaugh-Dalton Foundation	5,000-10,000	year round	90 day response time	
Publix Super Markets Charities, Inc.	5,000	year round	8 week response time	
Citizens Interested in Arts	5,000-10,000	Oct-16	Jan 1-Dec 31, 2017	
TD Community Sponsorship	5,000-20,000	reviewed monthly		at minimum 90 days prior to event. If granted, requires certificate of insurance with a minimum of 1,000,000 liability coverage
Florida Humanities Council (Mini Grants)	up to 5,000	4/1/2016 & 6/1/16	up to 5,000 4/1/2016 & 6/1/16 within 12 month of award	Used to engage the community in thoughtful and informed activities, reach new and underserved audiences. Mostly used to fund lectures and museum displays, but could be used to fund a special talkback guest as it relates to a performance.

Available 1 yr				
State of Florida	10 % of Total Operating Income, 1st year up to 25,000	1-Jun		Request Based on Total Operating Income. If you had income in the prior fiscal year, we may be able to run it by the Grants Administrator. Actual funding averages about 50-60% of the request.
Available 2 yrs		en e		
Miami Dade County Hannibal Cox Jr.	up to 40,000	est. March 2018	Oct 1, 2018-Sept 30, 2019	
Available 3 yrs				
Miami Dade County Festival/Special Events	up to 100,000			request based on budget of event
Funding Arts Network	up to 25,000			currently a 2 step process, Step 1 in Sept and Step 2 in January with grant award in May
National Endowment for the Arts	10,000-100,000			currently 2 cycles, one in Feb for 1st part of following Fiscal year and one in July for 2nd part of Fiscal year



Miami New Drama is also in the process of applying for funding from ArtPlace:

ArtPlace America (ArtPlace) is a ten-year collaboration among a number of foundations, federal agencies, and financial institutions that works to position arts and culture as a core sector of comprehensive community planning and development in order to help strengthen the social, physical, and economic fabric of communities.

ArtPlace focuses its work on creative placemaking, which describes projects in which art plays an intentional and integrated role in place-based community planning and development. This brings artists, arts organizations, and artistic activity into the suite of placemaking strategies pioneered by Jane Jacobs and her colleagues, who believed that community development must be locally informed, human-centric, and holistic.

In practice, this means having arts and culture represented alongside sectors like housing and transportation — with each sector recognized as part of any healthy community; as requiring planning and investment from its community; and as having a responsibility to contribute to its community's overall future.



MARKETING OUTREACH

MIAMI HERALD

- Eight (8) Full Color (1/4 Page) Weekend section Friday
- o Two (2) Full color (1/2 Page) Weekend Section Friday
- o One (1) Art Enthusiasm e-blast (32,000 opt in)
- o One (1) Razor banner at homepage of miami.com

WRLN

- o 15 seconds spots during production
- Two newsletter inclusions

WDNA

- o Eblast
- o On air ticket giveaways
- o On air commercials
- Calendar listing

MIAMI NEW TIMES

- o One (1) 1/4, Full Color ad in the issue of 1/7/16 (50,000 issues)
- o 60,000 banner ad impressions (New Times' Arts Section)
- o 1 New Times Exclusive email blast (10000 opt in)
- o 2 Promo Newsletter inclusions
- Social Media Post (Twitter & Instagram)
- Programmatic email blast using targeting metrics from Arts and Culture programmatic campaign: 50,000 emails
- o 2 Arts Section Reskins (digital billboard style ads)

MIAMI BEACH CONVENTION CENTER & COLONY THEATRE

Two (2) targeted e-blasts (25,000 pot in e-mails)

JLPR

Three e-blasts from JLPR Database (160,000 e-mails)

FACEBOOK

Daily promoted posts (total \$3000) targeting Miami, Miami Beach, Aventura, Coral Gables,
 Coconut Grove, among others.

CROSS PROMOTIONAL E-BLASTS :

- o Miami Jewish Film Festival
- O, Miami Poetry Festival

- o GableStage
- o Miami International Film Festival
- o Miami Theater Center
- o University of Miami: Ring Theater
- o Nu Deco Ensemble

• CALENDAR LISTINGS:

- o City of Coral Gables
- SouthFlorida.com
- o Florida Theatre Onstage
- o Miami.com
- o BroadwayWorld Miami
- o Miami Art Zine
- Eventful
- Community Newspapers (South Miami News and Coral Gables News)
- o Family Outreach (Listings)
- o Family Magazine
- o Broward Family Life
- o Parenting Plus
- o South Florida Parenting
- o Exploring City of Miami calendars

• IN PROCESS:

- o Zip code mailing campaign to residents of Miami Beach
- o Google Ads
- o Travel Zoo Promotional Opportunities
- Cultural Connection with WLRN
- o Goldstar
- Miami Art Guide



PUBLIC RELATIONS AND MARKETING

Public Relations:

Jenny Lee PR: is dedicated to inspiring the discovery of the extraordinary in the brands we work with by engaging target audiences and creating unparalleled awareness and demand. Positioned in the forefront of media relations, award-wining JLPR has developed close working relationships within our hometown and national media markets to execute successful campaigns for both Fortune 500 companies and small businesses. In today's dynamic marketplace, it's critical to stay atop the digital media and marketing space. From status updates to top tier media placement, we get the word out, engage your audience and create brand buzz! At this very moment, you, like nearly everyone and everything else, can be reached via a plethora of outlets. We use those means to drive your message. This isn't just what we do, it's how we live. We get it. We're addicted to it. We're strategic, forward thinkers who are results driven, creative and passionate. We don't want to be another vendor, we want to be an extension of your team. We have a lot to offer. But don't take our word for it, our results speak for themselves.



14 January 2016 miamiherald

(IMAGE 1 OF 4)

New Miami musical 'The Golem of Havana' evokes struggle against oppression

Playwright/director Michal Hausmann draw on family Holocaust history

Chamber musical is the first project of fledgling Miami New Drama troupe

furmoil in Chavez' Venezuela and the Cuban Revolution also themes



Actors Ronald Peet (left), as the Cuban revolutionary Teo, and Liba Vaynberg as Rebecca, the idealistic daughter, in "The Golem of Navana" during its debut run at LaMana E T.C. in 2013, Carol Rosegg.

9000

hermonumanisherakileeun BY JORDAN LEVEN

Playwight-director Michel Hausmann has plenty of experience with oppression, in his own Hausmann produced in his native Venezuels suffered from pressure by the government of and his family's life. Both his Jewish grandmothers undured the Holocaust. Two shows then-president Hugo Chavez, one of them violently stracked.

about a Jewish family in 1958 Havana struggling with issues of guilt, trust, loyalty, betrayal Hausmann, 34, bas channeled that history into The Colem of Havana, a chamber musical and envival during the Cuban Revolution. The Golem of the title is a figure from Jewish tolklure, made from clay and brought to life by magic; in the most famous version of the legend, he was created by an 18th century Polish rabbi to save the Jews from pogroms, then destroyed when the monster turned against his creator. "The metaphor I'm using in the play is that you need this savior to come and save you, but then what happens?" Hausmann says. "Revolutions are like Golems — after he defests your enemies, you become his enemy."

The show, which opens Thursday for a 3 1/2-week run at the Colony Theater, played to

/ideo editorial: Bye, Jeb

Video editorial: Bye, Jeb



DOMAIN AUTHORITY:

Video: Jeb Bush suspends campaign for president



Video: Martins coach Barry Bonds meets the media

VIEW MORE VIDEO

ABOUT FORCEN (SHIE



@jordanglevin Care entertainment critic.

NOTE TO PERSON FROM

Alvin Alley troupe has powerful Mam

Satistying second show from Alvin Alley American Dance Theater Cuben musicien and cultural entrepreneur X Alfonso brings inland ingenuity to Munri Mari Makar Faire Uvin Alley dance troupe opens Thursday

Dance work in Mami shows a new vision of African-American girls

4.12M

(EST.) MONTHLY VISITS:

7.63K

(EST.) COVERAGE VIEWS:

87



developed at the renowned New York Theatre Workshop (which nurtured Rent and theater artists including Tony Kushner and Martha Clarks). It subsequently received good reviews and two award nominations in a 2014 run at the well-regarded Burnigton Stage Company strong audiences during its 2013 debut at La Mama E.T.C. in New York, where it was in Massachusetta.

Golem of Havana is the first offering from the fledgling Minni New Drama company, totounded by Hausmann and Tony- and Emmy-nominated director and playwright Muses Kaufman as artistic associate.

Nazia. Her entire family died in the war; most in concentration camps, while three brothers fausmann's play was inspired by his grandmothers, particularly his mother's mother. Now 98, she grew up in a Hungarian village where inhabitants reported the few Jews to the (out of 12 siblings) died soon afterward. Her bitterest loss was her sister, who survived Auschwitz with her, only to die in a notorious 1945 death march as the Nazis fled the inveding Soviet army.

of rown where the war didn't happen. But the neighbors called and said there were Jews in "My grandmother had a lot of rage," Hausmann says. "Her town was so tiny, it's the type the village; otherwise they could have survived."

Hausmann's Polish paternal grandmother, on the other hand, was saved by a Gentile family who presended that she was their own daughter.

"One saw the best of humanity and one saw the worst," says Hausmann. "One never mated anyone again. The other saw generosity everywhere she looked."

Nazia. The couple's idealistic daughter Rebecca fantasises about a transplanted Golem who will save the Caban people. Rebecca is drawn to the revolutionary fighter Teo, the son of success backed by the government of dictator Fulgencio Batista. The family struggles over In the Golem of Havana, Yurka, the angry wife of Hungarian Jewish tailor Pinchas, is burdened with guilt over having trusted a man who betrayed her and her sister to the the family's maid Marie, while the charismatic Arouro lures Finchas with promises of whom to trust, and to balance their humanity with fear and survival.

"What we explored a lot is who's good and who's bad," says Hausmann. "That line of good and evil blurs sometimes."

Hausmann's childhood fantasies of being a gun-toting hero blazing into Auschwitz to save The image of the Golem hangs over the play, largely in Rebecca's dreams -- which echo his grandmother.

launched what became a successful theater company in Caracas, producing translations of Most of Hausmann's peers in the Jewish community in Caracas where he was raised were also the grandchildren of escapees from the rusmoil in Europe. In the early 2000s, he Broadway musicals that drew huge audiences.

expenence as Chavez attacked tersel, expelling its ambassador and calling for its president to be prosecuted for mass marder. That move propelled a wave of anti-Semitian that But in the late 2000s, Venezuela's Jews underwent their own version of their families' resulted in attacks on synagogues and armed raids of Jewish schools, leading many Venezuelan Jews to flee the country.

Jewish show, turning Haustnann into a vocal opponent of the government. But after a 2010 fleeing pograms), the government-funded orchestra backed out, saying they couldn't play a performance of Jesus Chrize Superarar was assaulted with tear gas, following a conflict over In 2009, as Hausmann's troupe prepared to stage Fiddlet on the Roof Jabout Russian Jewa backing by media deemed hostile to the government, Hausmann went into exile in New

That chapter of his life also inspired Golem of Havana.

Cuben revolution in a way I hadn't before. I know what it is to lose everything. I've seen people in Venezuela whose stores and factories were taken away, whose schools had to "We lived a slow-motion revolution in Venezuela," Hausmann says. "I understood the close. I've seen what a diaspota means."

The show's composer is Salomon Lemer, a childhood friend and longrime collaborator of Hausmann's who also ended up in New York. The two men took a writing workshop at New York University with Len Schiff, who became Galem of Havana's lyriciat. amatic needs of music theater. A song where Arturo tries to convince Finchas to join him

Lemer says he was challenged to blend Cubae and Jewish Mermer music with the



14 January 2016 miamiherald

(IMAGE 2 OF 4)

7.63X

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dark bleznar. A soog for the Santeria deiry Yenaya echoes a traditional Afro-Cuban hynn as well as the theme of pleading with a mythic figure for salvation — a familiar theme to) a money-making scheme with the army is Cuban, while Yuths's enraged reaction is a Schiff, who has worked on multiple adaptations of the Golem story.

Vayaberg and Ronald Peet, who play Rebecca and Teo, while Miami actors Chuz Mena, who plays Acturo, and Ratii Durin, as a bullying military figure, have worked on Englishband are emigres from Oubs and Venezuels, playing clainet and saxoptone, tamborine and congas. Half the actors are from New York, including original cast members Libe The show mixes cultures and disspotas in other ways. The five Mismi musicians in the and Spanish-language projects. Hausmann moved to Miami a year ago to start Miami New Drama, and the cross-cultural the play with their own money, a substantial risk. But Hausmann is driven by his belief in themes of their first show are key to his and Kaufman's goals for the group. He and the show's writers, as well as their friends and families and the group's board, are producing building the cultural and political understanding that failed his grandmothers, his own generation in Venezuels, and so many others in Mismi.

So how can theater turn it into that place where communities will form? How can we tell understand that," Hausmann says. "This is such a diverse community, and it's unique in America. As minorities turn into majorities, Miami has some of what the future will hold. "This is about exile and alienation, and I think most communities in Miami will stocies that unite us?"

IF YOU GO

What: The Gofern of Havana

Wher: Previews 8 p.m. Thursday to Fitday, show opens 8 p.m. Saturday and continues 8 p.m. Wednasday-Fitday, 2 p.m. and 8 p.m. Saturday, and 3 p.m. Sunday through Feb 7

Where Colony Theatre, 1040 Lincoln Rd., Mismi Beach

Info: \$35 to \$65 at inventinewdienia org

MORE JORDAN LEVIN

10 Pictures that 1985 Make You Say...

SOUTH CHEST

14 January 2016 miamihera(d

(IMAGE 3 OF 4)

(EST.) MONTHLY VISITS:

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DOMAIN AUTHORITY:

(IMAGE 4 OF 4)

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DOMAIN AUTHORITY:

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Oppression Fuel 'The Golem of Havana' True Tales of Nazi Murder, Chavez-Era



The Colon of Havana runs through Feb 11 at the Culony Thronce



WERING CHASOR, Debottes could with Material business is playering in antidarylic of the Gowin of the and

In Jewish folklore, a golem is a creature fashioned of day and animated by magic. To Mithei Hausmann, the golem is less a Yiddisha Frankenstein's monster than a dark

When you don't have the strength to fight your enemies, you create this creature to "it's a Jewish Superman,' says Hausmann "It's the ancestor of all superheroes. do the fighting for you"

But what happens after it defeats your enemies?

Then YOU become the enemy," posits Hausmann.

creature a perfect metaphor for the Cuban revolution of the late 1950's. The musical revolves around a Jewish family living in pre-revolutionary Cuba in 1958. The show And that's why the 34-year-old Venezuelan-born playwright-director considers the The Golem of Havana," directed by Hausmann and with a book written by him. examines themes of injustice, exile and redemption.

experience of his maternal grandmother, a Holocaust survivor (now aged 96). in Hausmann's family history, the monsters were real. Most notably, in the

Oppression Fuel 'The Golem of Havana' True Tales of Nazi Murder, Chavez-Era WLRN

26 January 2016

(IMAGE 1 OF 2)

(EST.) MONTHLY VISITS:

103K

(EST.) COVERAGE VIEWS:

577

DOMAIN AUTHORITY:

200

According to Hausmann in 1944 she and her family were betrayed by neighbors in their Hungarian village and were handed over to the Nazis. They were sent to Auschwitz, where nearly all of her family perished.



Methel Hansalami player attendencies of The Colonial Havens

And Hausmann himself is no stranger to funded orchestra pulled out at the last production of "Fiddler on the Roof" in his native Venezuela, the governmentoppression. While directing a 2009 participate in a show that included minute, declaring they wouldn't Jewish content." A year later.

according to Hausmann, a dispute with the Venezuelan government over

sponsorship of another show led to the theater being tear-gassed by government assailants. It was the incident that Hausmann says drove him out of the country. The Golem of Havana" is the inaugural work of Miami New Drama, a company co founded by Hausmann within a year of arriving in Miami. His vision for the new company is a performance space where artists from different cultures can work collaboratively

you see a segregation between Auglo theater and Hispanic theater." says Hausmann. "If you look at the type of work that's being produced [in Miami], it's fantastic. But "We want to be a company that bridges that."

IF YOU GO

What: "The Golem of Havana"

When: Thursday-Saturday 8 p.m., Sunday 3 p.m. through Feb. 14

Where: Colony Theatre, 1040 Lincoln Rd., Miami Beach

More Info: mammewdiana.org

TAGS: CULTURE THEATRE ARTS HOLOCALIST NEWS

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Oppression Fuel 'The Golem of Havana' True Tales of Nazi Murder, Chavez-Era WLRN

26 January 2016

(IMAGE 2 OF 2)

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0 COMENTARIOS

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Walter Stell

(IMAGE 1 OF 2)

apuesta atrevida del Miami New El Golem de La Habana', una Drama

* Attende patrochado por Mum 14 w Unama MARIO J PENTON Mann FL



vanguardista compania teatral a cargo del venezolano Fachada del Colony Theater de Miam Beach Se trata manation of que Missister a traditio, una reciente y Michel Hausmann, retrata la complicidad en la que Un cartel de la multicultural vida habanera de los amakgaman en una ista azotada por la guerra civil años cincuenta ocupa desde el pasado jueves la del anuncio del aclamado musical Play de estrat diferences historias y tradiciones culturates se

Shrudenson) El azar sitúa a Pinchas al servicio del dictador Batista, y por tarto a un paso complica la trama y coloca a la Familia en la disyuntiva de entregarlo a las autoridades u ocultado poniendo en peligio sus vidas y el ansiado negocio. La preocupacion maternal ternura a una obra marcada por la muerte, los pelotones de fusilamento, la corrupción de Maria, la madre de Teo, y el amor que surge entre éste y Rebecca dan el toque de proteger al pueblo judio y que acaba convirtiendose en un monstruo que lastima a su propia comunidad, sirve de pretexto para contar la historia de una familia judia que se de lograf su sueño de montar una verdadera tienda en la ciudad. La aparición de Teo, La mitica figura del Golem, un coloso de arcilla creado por el rabino de Praga para asienta en la capital cubana, "donde los mangos caen como mana", para huir de la hijo de la sirvienta de la casa, herido al participar en acciones del Ejercito Rabelde Hungria pro-nazi de los años cuarenta. En La Habana crece Rebecca Frankel i Liba Vaynberg), hija de Pinchas (Allen Lawis) y la autoritaria Yucka Frankel (Yelena

de las culturas cubera y judio El Golem que "canta mambos con Celia Gruz" o "enserta el de los mares- de la que Rebecca, de ascendencia judia, se convertira en fiel devota Este Talmuq con Benny More" comparte el mismo escenario con Yemayá -crisha afrocubana tablado el complejo entramado de culturas que componen la ciudad de Mismi, legataria por excelencia de aquella Habana republicana "El crecer en el seno de una familia iudía música caribeña pasando por los tambores africanos, entrelaza los mejores elementos Un excelente libreto, que combina los ritmos judios centroeuropeos con la pegajosa sincretismo es ideal para los propositos de la compañía, que aspira a poner sobre el

ÚLTIMAS FOTOGALERÍAS



"Memer, por la visita de Obama a Cuba"



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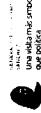


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en un país carbefro, principalmente católico, de cierta forma te obliga a tener una percepción amplia del mundo que te rodea. El sincrebiamo es deliciosamente Latinoamericano, pero encaja también centro de la traditión mística judia. Creo que para mí fue muy normal umir esos mundos porque ese fue el mundo en el que yo creci", declaró a 14ymedo el director del musicai.

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Es una obra intensa que combina el turtuosismo vocal de sus actores con una mirada currosiva al proceso que dio al fruste con la República cubana El Golem de La habana es una obra intensa y decididamente audaz que combina el vituosismo vocal de sus actores con una mirada corrosiva at proceso que dio al traste con la República cubana, un tenna de exceptionali importancia en el sur de Florida Pero en Imscéd, mais alla del recrato de las cultura judia y cubana, es una adenuncia clara de aquellos regimenes son tintes mesianicos que se han instaurado en el poder, para espectador a una versión murho peor de aquello contra lo que lucharon e invita al espectador a cuestionna la aureola milita de los caudillos latrinoamericanos, de la cual el Cobierno revoluxionario ha sido un caso paradignatico.

El autor venezolano explicó, ademas, la influencia del chavismo en su obra "Venezuela esta viviendu, en los últimos. 17 alius, una version de lo que. Cuba vivió en 1958. Claro, una version menos sangrienta, a camara lenta y con mucha farsa Pero vivir en primera persona la ruptura del patto social y la creacon de una diáspora, me sensibilizó mucho con la historia del pueblo cubano", dio Hausmann.



🖹 Golem de La Habana" (Card Rosegg

'¡Que puede uno llevar consigo cuando no le está permitido llevarse nada?', se pregunta la protagonista en el preludio de la obra "Solo sus historias Esto es lo mio" The Golem or havana coloca al espectador frente al denna-tan de actualidad- del FNUGiado y lo arrestra a la reflexión ante los temas siempre hondos del anor, la l'estlaca, el ambido de la vida, de la historia parsona y colectiva. Una obra carga de simbolismo en la que Hausmann plantea el papel de la fre en medio de las adversidades. El Golem de La Habana nos espera sentado a las puertas de una ciudad, en la que fue invocado como libertador, "pero aqui en Cuba, cuando la guerra hubo llegado a su fin. el Golem se volvió contra los que el defendia."

comprar sus boletos visitando vin w the priem Ahavana com o llamando al +1 305 674

Hasta el 7 de febrero en el Colony Theatre, 1040 Lincoln Road, Miam Beach Pueden

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8 COMENTARIOS

14 y Medio 22 January 2016

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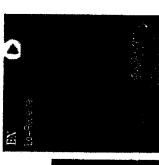
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ESCENAS

Galardonados artistas nora





Mismi New Orama (anzara su temporada ineugura) funciones del 14 de ensro al 7 de fabrero

berements as 97% on 2015

Los atistas venezolanos Mohiel Hausmann y Mohies Faulmann se unionino para cara Manin Debese Faulmann se unionino para cara Manin Debese Faulmann se unionino para cara Manin Debeseda en Werna una rinconadora en facer teatro de Disease en basada en Manin y enfocada en facer teatro de Disease en la comparada de la cudad Marin New Dirana la comparada de la cudad Marin New Dirana de comparada de la cudad Marin New Dirana de musical corganal The Gobern of Hausmann sector y diragdo por Hausmann, y que commerzar a funciones con su pre-estreno el 14 de cenero, estronando el 16 de anero y communido hasta el 7 de febrero en al hazbarco Cotory Theatre de Marin Beach 9. NACIONAL WES



podria estar prindimensola en Hollywood

The Golem of Havarra entrelaza la música y tradiciones de la cultura judis y cubarra cuesborando los termas de la famía havarba la comunidad, la religion y la política La historia sigue a una famía mentras el higo de su silvianta, un guerrifiero, cea hendo y se encuentran con la conflictiva decisión de protegento o resquantar su primera opontumidad. hacia la prospendad *Oueremos contar historias sobre esta comunidad mentas avanzamos la conversación letaral a nivel nacional", explicib Michel Hausmann, Fundadory Oprector Artistico de Mann New Drama

Abjendro Sauz "Es brano lo que esté persondo na Venezzado"

El musical fun desarrollado en el prestiguiso. New York Theare Workshop y ha gozado de producciones agozadas en La Maiña ET C en la Cudade de Nueva York y en Berbarberas, Messachisetts en el Barrington Sage Compary AN; el musical, como un nuevo storo, se comutto en el que más rápido agoza la temporada en la historia del bazro. Tre Golem of Havara unitades infertadas adel Permo Róchaid Rodgers en la categoria de Nuevo Teatro Musica ly tarriban fue nominadio al Premo Independent Reveres of New England (RNE) como Mejor Obra

The Examiner catalogo la obra como 'ambiciosa y dramaticamente arrenda 'mentras que The Boston Globe la alabo por su 'determinación por criair una nueva historia y contaria con gueso'

The Gotem of Havene so de la talla perfecta para la mison de Mamir New Drame "Este expectacion és suivono para Mem y que toca viras comunidades que ciraen esta gran cudad" agrego Haumenn El efenco y equapo creabro de la dora esta conformado por antanta forcales, acores eveltamos de Nueva York y professorales riberastronales del bastro.

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lanzaron nueva compaa de teatro en Galardonados artistas venezolanos Miami

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Galardonados artistas venezolanos lanzaron nueva compaa de teatro en Miami

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Mem on the cheek 6 bast events to Minnishis weekend for the budget-conscious - Feb. 18-21

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Sy Amy Reyes ji aleyes@mamherad com 10 p. bit.

Marni Hay Driena, a new theater company under the direction of Hundenory Jewish territy francy in Belista's Hovaria on the brink of Alexander Poet protured) Lyuemilie fighter is injured they must Moises Fautman and Michael Hausman presents. The Golem of Havania. The cultically acclaimed musical with rivisit by Safornion. the Cuban Pevolution Wheil their maid's son (played by Fonaid hursday-Saturday 1,5 m bunday, through Fed. Notices are Lether and lynus by Lati Scrift of Mami Beach's Colony. Theatre 1040 Lincoln Rd. Mami Boach. The skir., follows o choose between protecting him and quanding their first fragile grasp on prosperity since their arrival ishows utely in m \$25-\$65 at morningworeantal or o

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New company in Mismi brings the critically-accisimed musical to The Colony Theatre.

Miami New Drama debuts with 'The Golem of Havana' @ ...

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28 January 2016 Vivala.com

(IMAGE 1 OF 2)

'The Golem of Havana' Is the Cuba Story You

A niusical that depicts life right before Castro

Haven't Heard Before







imagine that I nearly fell off my chair from excitement. The Colemna blackmants the story of this in a sucket for five theater. From Wicked to Fiddler on the Roof few things make me giddler than a good stage show. So when I read about a musical on Cuba happeums in Miann, you can you recent realized you matter heard before and it's a really good one

stories of Celia Cruz and the Copacabania. We've also heard the hearthreaking recounts of today's Batista era - especially a story centered around a Jewish family The Golem of Hevana does pust that This was especially exciting for me as besides being Cuban-American, my father-in-law is a Cuban excles risking everything to escape the oppression of Fidel Castro and his regime. But we haven't really beard many tales of the in-between in mainstream media – the very end of the We ve all heard tales of Cuba. We've been panited pictures of a thriving raland buzzing with Jewish Cuban and I've always been fascinated with his family's history

Related From Wesla. U.S. Reopening of Embassy in Cuba Comes With Basklass

Havana chronicles the everyday life and struggles of a Jewish family living in Balista's Havain at the brunk of the Cuban Revolution. When then maid's son, a guerrilla fighter, is injured, they are The artistic vision of Venezuelan-born playwright-duector Michel Hausmann, The Golem of faced with the decision of helping him or quarding the little prosperity they've made since beginning a life in Cube after World War II

its, about our sense of justice. Miami is a city that is created on the "We're dealing with very universal issues about our hope, about our

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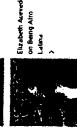


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houlders of people in exile Most of our Latin American community came here because some people were forced out of their country, whether it was economically or politically. Miami has become a republic of exiles, and this story really resonates to those with that expenience."

Related From Vivala: Miami's Little Havana is Not So Cuban Anymore

Hausmann said the story, despite being set in Cuba, was unspited by his own lamby. his quandituther was a Holocaust survivor. This surviy was very personal it's based on their experience after the war as Holocaust survivors and refugees in Latin America. he said. TWhen you lose so much, there are scars that will torever stay with you. My grandinother is scars were that she was never really able again to trust anyone. This was an attestic exploration to answer the question. What could have saved my grandinother?"

Hausmann hopes that The Golem of Havana will be a catalyst to inspire more Latino centric theater, especially in Miain

There are a lot of people whose stories are not being told. I think by the year 2050, there's not going to be one ethnic majority, but rather a bunch of small minorities that form a great country. Thearer needs to reflect that There is a responsibility to us storytellers to tell the stories that reflect our society."

The Colem of Havana is playing at the Colony Theatre in Mismi Beach through February 7, 2016

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Performance Preview: The Golem of Havana

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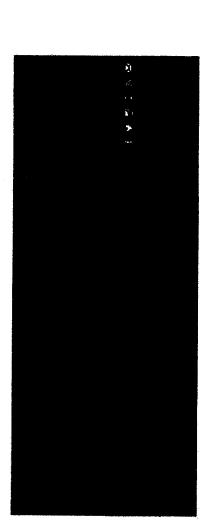
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SEMBLE FRAMES

Nueva compañía teatral de Miami se estrena con 'The Golem of Havana'

El musical relata la historia de una familia judía en la Cuba de 1958

Està escrito y dirigido por el venezolano Michel Hausmann

Inaugura la compañía Mlami New Drama



Raul Durán y Felipe Gorostiza kniegran el reparto de "The Golem of Havana" Cortesta - Jenny Abreu

ARTURO ARIAS-POLO

una-pologiehne vobesild von

La leyenda judia del rabino que construyó un coloso de artilla para proteger al gueto de

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Praga de sus enemigos, en el siglo XVI, ha dado lugar a múltiples relatos. Con frecuencia, al gigante lo describen como un sar imprevizible que podría rebelarse bajo determidadas

ante la disyuntiva de esconder a un joven negro que lucha en la clandestinidad contra la La obra cuenta la historia de una familia judia ssentada en la Cuba de 1958, que se ve The Golem of Havana, el musical que inaugura la compañía Miami New Drama en el dictadurs de Fulgencio Batieta, o entregado a la justicia. Colony Theater de La Plays.

A partir de esta premisa el director y dramaturgo venezolano Michel Hausmann concibió

"La leyenda del Golem me inspiró a escribir esta suerte de metafora de las revoluciones compañia janto con su colega Moisés Kauffusa, venesolano como él, creador de varios del siglo XX, en que 'el gran salvador' semnina seclavizando a su propio pueblo, como sexede en la segunda parce del relato ancestral", explico Hausmann, cofundador de la



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El repano incluye a Chaz Mena, Ruil Durin, Hannah Beniter, Felipe Gorostiza, Gabriel Bonilla, Luke Grande, Libe Vaynberg, Yelens Shmulenson, Allen Lewis Rickman, Ronald Alexander Peet y Rheaume Crenshaw. "Miami New Danna se propono tender puentes entre las diferentes comunidades que conviven en esta ciudad", señaló Hausmann, de 34 años, quien considera que el teatro en Miami está segregado. "Aqui hay muchas compañías de testro en español. Pero las que presentan obras en inglés, de cierta forma ignocan la diversidad multicultural de esta ciudad, con mayoria hispana".

"The Colema, encontrò su hogar en Mismi", dijo el director, satisfecho por la respuesta del público en el Colony.

La obra cuents con músics de Salomón Lemer y letras a Len Schiff.

Se estrenó en el teatro Lamama, uno de los más importantes del circuito Off-Broadway, en el 2013, bajo la dirección de Hausmann.

En el equipo creativo sobresalen Ray Sallivan (soreografía), Edwin Erminy (escenografía), Christopher Vergara (vestuario), Mary Louise Geiger (tuces) y Yair Starf (tonido).

"Muchos judios sobrestvienzes del holocausso logascon prosperar en Cuba hasta que 'la bunbuja' exploté con el trianfo de la revolución. Es un tema fascinante que no ha aldo suficientemente abordado en el teatos", concluyó Hausmann.

The Colony Theater. 1040 Lincoln Road, Minni Beach. Funciones: pieves, viernes y sibados 8 p.m. Domingos 3 p.m. Informes: 305-674-1040, www.theyolum.thus.nu.cum y www.mummevdrama.org. Hasta el 14 de febrero. (la obza es habiada en inglés)

elarturoa riaspolo

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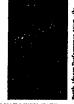
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MIAMI NEW DRAMA'S GOLEM OF HAVANA STRETCHES FROM NAZIS TO CUBAN

A A IIV JOHN WOMASON

REVOLUTIONARIES

TUESDAY, MAUARY 12, 2816 INDMINAGO

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Liba Vayabarg as Rebecca Frankal

Pharen Land Kingy Mekel Harmanam and Makes Kauftsen could have mangurared there new thresten compassy with a bumble pisy - a two-character spece with a single set, for instance. But The Golsen of Harman opening this seekend as the area is newest ineasor company. Manni New Prama, is decadedly not hamble.

It a manishour, hedget-bessing muscal west fast live orchestration and a cast of 12 The setting shelts an 1560-600 on the brank of revolution to 1540-600 on the brank of revolutions to 1540-1500 on the precipies of the lazar appropriate. There are explainment, matterietts, stanformed when higher or multary executions, and the spiting of nobib blood. And that's just in the first act.

Art is about taking rada i sava Hausmann who wrote the book for Thi tinden of Huram which pressured in Mee York to wide accidin in 2013. If don't know how to play it safe, h's a huge nuonetary int, but I believe whoseknat institute that these are the type of stores people can engage at This is the parce had speaks to one most as an actual."

Leavened by burnor and sprightly mass. It is study in intergenerational tunuit and coming-of-age pathor. It begins in 1986 with protegonst Rebectes Frankel, age 1st invag in a modern Hawara house with the parents, Jewisch-Hanggarian sergats Praches and Vistia. Parchas is a setugging tudor awaiting his big uggaing that a shausted angular by memories of World War II. News of their adopent country: pulseaval uggains more to khoody changes to come, as Cartro-led revolutionaries move these to topping the letter regime.

We don't need to act: Havana is bere in Miami.

Other characters anclade Artino, a sale-of-the-earth Cuban to registror with a dulptons accord an busances. He presents an economic opportunity that can make or break Parchas There's also Mates, the family's dispert seef-seat if any from and Teo-Mates at 17-year-old son, who has duappeared to jost the

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Mark copes with Teo's absence through faith, while Rebeccs deals with her fam! all She's written a come book called The ciodem of Huram. Inspired by the goles.

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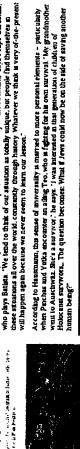
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Pheatune O enshaw plays a diligent self-exerting maid

Photobs Cand Rough

condition. The connection among disparate peoples that undergads so much of the script also affects the insist. Longitute Hatsmann collaborator Salomon Lenser's score borrows elements of Cuban and The Colem of Harsing beans with these sort of life-or-death tests of faith, communay, and the human

To me, they don't seem that far apart is a way! Lemer says 'I found similarities I could use to weave together the two styles and make it one. There are songs in the abow that feel like they are from Cuba, and other songs that are more klemer or gypsy music."

Adds Alben Lewir Ricktman, who plays. Pinchas: "Every number an this show is spectacular if s melodic. If s catchy, it's stvolving, and it's great theater music, because you get ano if the first time you hear it'

After The Colem of Havana, Haumsann and Kaufman will continue the maugural season of Mizmi New Drams in March with Working on a Special Day, an anianse historical pay based on a 1977 Oscarwandig Greego fam. In October, they'll stage Gross Indecency, Kaulman's experamental, buingual play about the downfall of Occar Wilde. The works share a demographic diversay that Hausmaria behaves will set his company apart. Were very excised about the idea of creating a theater company that does work that is as diverse and dynamic as the city asset " he says. "We want thenter to have a conversation with the city The work than dynamic as the city asset." we want to produce needs to be anenwined with Mann society."

For Chaz Mena, who plays Arturo, The Colem of Havana ephomees tha approach. 'On cast reflects the realty of Havana " he says " After New York, it was arguably the most pluralistic city in the hernisphere. My faibler's family were Morth Aftican Sophardiz. Jews who came to seek there economiz fortune in Havana as the end of the 19th Century and then became embroaled in the revolution against Spain My moders as ties of the family by part Basque; we have someone in our cast who is of Basque incage. It's very dynamic that way. We don't need to act: Havana is here in Mismai.

The Colom of Havene

lanuary is through February 7 at the Colony Theatre 1040 Lincoln Rd. Miann Beuch 305-674-1040 mannewdrama ory. Tickers cust \$35 to \$65.

Contact: John Thomason follow: Wisami New Times Arts & Culture Minni Now Times Arts & Calbra

RELATED LOCATION

USA CUBBLNI LOCATION

Miami New Times

12 January 2016

(IMAGE 2 OF 3)

(EST.) MONTHLY VISITS:

960K

(EST.) COVERAGE VIEWS:

3.65K

DOMAIN AUTHORITY:

73

2

88

Condensed Title:

A Resolution Accepting The Finance And Citywide Projects Committee Recommendation To Add The Soundscape Park Concession Stand To The Fiscal Year 2016/17 Capital Budget Prioritization Process In The Amount Of \$800,000.

Key Intended Outcome Supported:

Improve Alliance With Key Business Sectors Namely Hospitality Arts International Business With A Focus On Enhanced Culture Entertainment Tourism

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

In mid-2014, the City Administration began discussing methods to better activate SoundScape Park during the day. The Finance and Citywide Projects Committee discussed this at the June 20, 2014 meeting and recommended pursuing food and beverage concessions through the pop-up concept or food trucks for Soundscape Park and the Miami Beach Botanical Garden. The Committee recommended waiting for a broader master plan for activating Collins Park before pursuing a concession operation at this location.

Since the June 2014 Committee meeting, at the direction of the Finance Committee, staff has been working with the New World Symphony and negotiating with their concessionaire, Thierry Catering, for a concession operation in SoundScape Park. On January 7, 2015, a preliminary Term Sheet was presented to the FCWPC for consideration along with examples of the design and menu concept proposed by Thierry Catering. The Committee recommended moving forward with the Soundscape Park term sheet presented. Staff continued working with Thierry Catering to finalize projected capital and operating expenses, and to assist with the regulatory approval process.

On September 24, 2015, Thierry Catering advised the City that the regulatory approval process for approval of the building design has become more costly than they originally anticipated and they could not dedicate the attention to this at this time. Review and approval is required from the Design Review Board (DRB) and Planning Department Staff believed that DRB would have concerns approving a retrofitted shipping container for the concession stand. Planning Department staff felt that it would be easier to get DRB approval if the concession stand was permanent and was similar in design to the public restroom structure.

On March 18, 2016, the Finance Committee directed staff to prepare cost estimates for the construction of concession facilities at SoundScape Park, Collins Park, and The Botanical Garden and return to the Finance Committee for consideration. Staff from the Tourism, Culture, and Economic Development (TCED) Department worked with Capital Improvement Projects (CIP) Department to prepare order of magnitude estimates which are attached as Exhibit "A" for your review.

The Administration recommends accepting the Finance and Citywide Projects Committee recommendation Add The Soundscape Park Concession Stand To The Fiscal Year 2016/17 Capital Budget Prioritization Process In The Amount Of \$800,000.

Advisory Board Recommendation:

The Finance Committee met on May 20, 2016 and reviewed the construction estimates for all three (3) locations and unanimously passed a motion recommending the concession stand for SoundScape Park, in the estimated amount of \$800,000, be added to the Fiscal Year 2016/17 Capital Budget for consideration by the City Commission. The Committee also directed staff to contact the Bass Museum to investigate whether the Museum would open their café to Collins Park to service the general public and work with the Botanical Garden to find an exclusive caterer/concessionaire.

Financial Information:

Source of		Amount	Account	
Funds:	1			
ОВРІ	Total			
OBPI				

Financial Impact Summary:

N/A

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism and Cultural Development Director

Sign-Offs:

Department Director Assistant City Manager

City Manager

MIAMIBEACH

AGENDA ITEM C7Q



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE FINANCE AND CITYWIDE PROJECTS COMMITTEE RECOMMENDATION TO ADD THE SOUNDSCAPE PARK CONCESSION STAND TO THE FISCAL YEAR 2016/17 CAPITAL BUDGET PRIORITIZATION PROCESS IN THE

AMOUNT OF \$800,000.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Over the past few years the City has invested millions of dollars to create and improve SoundScape Park. The City and New World Symphony (NWS) successfully partnered to provide programming in SoundScape Park. The programming attracts thousands of people to view NWS Wallcasts[™] and the City's SoundScape Cinema Series. However, there are significant periods of the time when the park is fairly empty. That is because the park offers nothing to attract nearby workers, visitors, or residents.

In mid-2014, the City Administration began discussing methods to better activate SoundScape Park during the day. Those discussions have included the New World Symphony to ensure their interests are preserved. The City is currently working with them to provide a consistent schedule of daytime music in SoundScape as just one method to attract more daytime use.

The Finance and Citywide Projects Committee discussed this at the June 20, 2014 meeting and recommended pursuing food and beverage concessions through the popup concept or food trucks for Soundscape Park and the Miami Beach Botanical Garden. The Committee recommended waiting for a broader master plan for activating Collins Park before pursuing a concession operation at this location.

Since the June 2014 Committee meeting, at the direction of the Finance Committee. staff has been working with the New World Symphony and negotiating with their concessionaire, Thierry Catering, for a concession operation in SoundScape Park, On January 7, 2015, a preliminary Term Sheet was presented to the FCWPC for consideration along with examples of the design and menu concept proposed by Thierry Catering. The Committee recommended moving forward with the Soundscape

City Commission Meeting SoundScape Park Concessions June 8, 2016 Page 2 of 2

Park term sheet presented. Staff continued working with Thierry Catering to finalize projected capital and operating expenses, and to assist with the regulatory approval process.

On September 24, 2015, Thierry Catering advised the City that the regulatory approval process for approval of the building design has become more costly than they originally anticipated and they could not dedicate the attention to this at this time. Review and approval is required from the Design Review Board (DRB) and Planning Department Staff believed that DRB would have concerns approving a retrofitted shipping container for the concession stand. Planning Department staff felt that it would be easier to get DRB approval if the concession stand was permanent and was similar in design to the public restroom structure. In either scenario, an architect and engineer would be required, whether the concession stand was designed as a permanent or temporary structure, which is making the project too costly for Thierry Catering and they are not interested in pursuing this unless the City covers the initial capital investment required.

On March 18, 2016, the Finance Committee directed staff to prepare cost estimates for the construction of concession facilities at SoundScape Park, Collins Park, and The Botanical Garden and return to the Finance Committee for consideration. Staff from the Tourism, Culture, and Economic Development (TCED) Department worked with Capital Improvement Projects (CIP) Department to prepare order of magnitude estimates which are attached as Exhibit "A" for your review.

The Finance Committee met on May 20, 2016 and reviewed the construction estimates for all three (3) locations and unanimously passed a motion recommending the concession stand for SoundScape Park, in the estimated amount of \$800,000, be added to the Fiscal Year 2016/17 Capital Budget prioritization process for consideration by the City Commission. The Committee also directed staff to contact the Bass Museum to investigate whether the Museum would open their café to Collins Park to service the general public and work with the Botanical Garden to find an exclusive caterer/concessionaire to help fund the improvements at the Garden.

CONCLUSION

The Administration recommends the Mayor and City Commission of the City of Miami Beach, Florida, accept the Finance and Citywide Projects Committee recommendation to add the SoundScape Park concession stand to the Fiscal Year 2016/17 Capital Budget prioritization process in the amount of \$800,000.

Attachments

JLM/KGB/MAS

T:\AGENDA\2016\June\TCED\SoundScape Concession\SoundScape Park Concessions Memo.doc

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Accepting The Finance And Citywide Projects Committee Recommendation To Waive The Rental Fees At The Colony Theater, Waive Special Event Permit Fees In The Amount Of \$3,000 And; Further Recommended A Grant Of \$13,000 In Support Of The Event.

Key Intended Outcome Supported:

Improve Alliance With Key Business Sectors Namely Hospitality Arts International Business With A Focus On Enhanced Culture Entertainment Tourism

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

The first annual South Beach Jazz Festival is scheduled to take place on Friday December 9, 2016. Over that weekend, while ticketed venues like the Colony Theater present internationally recognized acts, thirty hour long, open-air performances by local and lesser-known ensembles will draw Lincoln Road patrons. More significantly, the festival musicians will bring public awareness in the municipality to persons who have disabilities. The South Beach Jazz Festival will take pride and find its purpose in featuring musicians with disabilities. Every act performing under the festival's auspices will showcase the artistry of at least one person with a disability.

At the April 13, 2016 City Commission meeting, Commissioner Arriola sponsored an item to consider providing funding support for the event. Commissioner Arriola explained that the Disability Access Committee met about month ago and they passed a Resolution requesting funding from the City to help support the first Annual South Beach Jazz Festival. They need funding so the disabled can perform in the Jazz Festival along Lincoln Road. The item was referred to the Finance and Citywide Projects Committee to consider a waiver of rental fees for the Colony Theater Raise fund from private sectors and to consider finding funding in the amount of \$15,000.

The Finance and Citywide Projects Committee met on April 22, 2016 and recommended waiver of the rental fee for the use of the Colony Theater. Additionally, the Finance and Citywide Projects Committee discussed this item again at their May 20, 2016 meeting and recommended waiver, in the amount of \$3,000, in Special Event Permit Fees and also recommended the City provide the a \$13,000 grant to the event.

The Administration recommends the Mayor and City Commission of the City of Miami Beach, Florida, accepts the Finance and Citywide Projects Committee recommendation to waive the rental fees at the Colony Theater, Special Event Permit Fees in the amount of \$3,000 and; further recommended a grant of \$13,000 in support of the event.

Advisory Board Recommendation:

The Finance Committee met on May 20, 2016 and recommended in support of this request.

Financial Information:

Source of O.	,	Amount	Account
Funds:	1	10,000.00	County Parking Reimbursement Fund
A	2	3,000.00	Citywide Account
OBPI ///	Total	13,000.	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism and Cultural Development Director

Sign-Offs:

Department/Director Assistant City Manager City Manager

T:\AGENDA/2016\June\TCEB\South Beach Jazz Fest\South Beach Jazz Festival Funding Summ/dpc

MIAMIBEACH

AGENDA ITEM C7R
DATE 6-8-16



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE FINANCE AND CITYWIDE PROJECTS COMMITTEE RECOMMENDATION TO WAIVE THE RENTAL FEES AT THE COLONY THEATER, WAIVE SPECIAL EVENT PERMIT FEES IN THE AMOUNT OF \$3,000 AND; FURTHER RECOMMENDED A GRANT OF \$13,000 IN SUPPORT OF THE EVENT.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

County Parking Reimbursement Fund: \$10,000 Citywide Account: \$ 3,000

TOTAL

\$13,000

BACKGROUND

The first annual South Beach Jazz Festival is scheduled to take place on Friday December 9, 2016. Over that weekend, while ticketed venues like the Colony Theater present internationally recognized acts, thirty hour long, open-air performances by local and lesser-known ensembles will draw Lincoln Road patrons. More significantly, the festival musicians will bring public awareness in the municipality to persons who have disabilities. The South Beach Jazz Festival will take pride and find its purpose in featuring musicians with disabilities. Every act performing under the festival's auspices will showcase the artistry of at least one person with a disability.

At the April 13, 2016 City Commission meeting, Commissioner Arriola sponsored an item to consider providing funding support for the event. Commissioner Arriola explained that the Disability Access Committee met about month ago and they passed a Resolution requesting funding from the City to help support the first Annual South Beach Jazz Festival. They need funding so the disabled can perform in the Jazz Festival along Lincoln Road. The item was referred to the Finance and Citywide Projects Committee to consider a waiver of rental fees for the Colony Theater Raise fund from private sectors and to consider finding funding in the amount of \$15,000.

City Commission Meeting South Beach Jazz Festival Support June 8, 2016 Page 2 of 2

The Finance and Citywide Projects Committee met on April 22, 2016 and recommended waiver of the rental fee for the use of the Colony Theater. Additionally, the Finance and Citywide Projects Committee discussed this item again at their May 20, 2016 meeting and recommended waiver, in the amount of \$3,000, in Special Event Permit Fees and also recommended the City provide the a \$13,000 grant to the event.

CONCLUSION

The Administration recommends the Mayor and City Commission of the City of Miami Beach, Florida, accepts the Finance and Citywide Projects Committee recommendation to waive the rental fees at the Colony Theater, Special Event Permit Fees in the amount of \$3,000 and; further recommended a grant of \$13,000 in support of the event.

JLM/KGB/MAS

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE FINANCE AND CITYWIDE PROJECTS COMMITTEE RECOMMENDATIONS TO WAIVE THE RENTAL FEES AT THE COLONY THEATER FOR THE 2016 SOUTH BEACH JAZZ FESTIVAL; TO WAIVE SPECIAL EVENT PERMIT FEES IN THE AMOUNT OF \$3,000 FOR THE FESTIVAL; AND, FURTHER, TO APPROVE A GRANT IN THE AMOUNT OF \$13,000 TO POWER ACCESS, INC., A FLORIDA NOT-FOR-PROFIT ENTITY, IN SUPPORT OF THE FESTIVAL.

WHEREAS, the first annual South Beach Jazz Festival ("Festival") is scheduled to take place on Friday December 9, 2016 and is being organized by Power Access, Inc., a Florida 501(c)(3) not-for-profit entity; and

WHEREAS, during the Festival, paid performances will occur at the Colony Theater and free performances will take place on Lincoln Road; and

WHEREAS, Festival musicians will raise public awareness of persons who have disabilities as the Festival will feature musicians with disabilities; and

WHEREAS, at the April 13, 2016 City Commission meeting, Commissioner Ricky Arriola sponsored an item for the City Commission to consider funding support for the Festival and explained that the Disability Access Committee passed a Resolution requesting funding from the City to help support the first Annual South Beach Jazz Festival; and

WHEREAS, the item was referred to the Finance and Citywide Projects Committee to consider a waiver of rental fees for the Colony Theater and to consider finding funding in the amount of \$15,000; and

WHEREAS, the Finance and Citywide Projects Committee met on April 22, 2016 and recommended waiver of the rental fee for the use of the Colony Theater. Additionally, the Finance and Citywide Projects Committee discussed this item again at their May 20, 2016 meeting and recommended waiver, in the amount of \$3,000, for Special Event Permit Fees and also recommended that the City provide a \$13,000 grant to Power Access, Inc., a Florida not-for-profit entity, for the Festival; and

WHEREAS, the Administration recommends that the Mayor and City Commission accept the Finance and Citywide Projects Committee's recommendations to waive the rental fees at the Colony Theater, to waive the Special Event Permit Fees in the amount of \$3,000; and, further, to award a grant of \$13,000 in support of the Festival which serves a public purpose by supporting the arts and the disabled community in the City.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby accept the recommendations of the Finance and Citywide Projects Committee and waive the rental fees at the Colony Theater, for the 201 South Beach Jazz Festival; waive the Special Event Permit Fees in the amount of

\$3,000 for the Festival; and, further, to award a grant of \$13,000 to Power Access, Inc., a Florida 501(c)(3) not-for-profit entity, in support of the 2016 South Beach Jazz Festival.

PASSED and ADOPTED this 8th day of June, 2016.

ATTEST:	
	Philip Levine, Mayor
Rafael E. Granado, City Clerk	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 6, To The Existing Professional Services Agreement Between The City Of Miami Beach And Schwebke-Shiskin & Associates, Inc. For Final Design Of Stormwater Pump Stations And Related Items, Additional Resident Project Representative And Construction Administration Services For Six Additional Months To Correspond With Approved Construction Schedule, For The Venetian Islands Bid Package 13C Right-Of-Way Neighborhood Improvement Project; In The Negotiated Not-To-Exceed Amount Of \$205,856 Plus An Amount Of \$1,500 For Reimbursables; For A Total Amount Of \$207,356; With Previously Appropriated Funding In The Capital Budget From The Following Funds; \$126,792 From Fund 432 - 2015 Stormwater Bonds; And \$80,564 From Fund 419 – W&S Loc 2009.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc: The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:

On September 9, 2009, the City Commission, pursuant to Request for Qualifications (RFQ) No. 42-08/09, adopted Resolution No. 2009-27161, approving and authorizing the Mayor and City Clerk to execute a Professional Services Agreement (PSA) with Schwebke-Shiskin & Associates, Inc. (SS&A) to provide professional services for the design, bid, award and construction administration phases of the Venetian Islands Bid Package 13C, Right-Of-Way Neighborhood Improvement Project (the Project) in the amount of \$585,660.

On June 2010, the administration approved Amendment No. 1 in the amount of \$9,900 for a topographic survey of the existing outfalls scheduled for rehabilitation. Subsequently, on May 8, 2013, the City Commission adopted Resolution No. 2013-28202 to approve Amendment No. 2 for additional RPR services and Supplemental Construction Administration services in the amount of \$349,957.

On March 5, 2014, the City Commission adopted Resolution No. 2014-28528 approving Amendment No. 3 in the amount of \$201,814 for the re-design and permitting phase services associated with the enhanced stormwater system criteria as recommended by the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise and the Flooding Mitigation Committee, on February 12, 2014.

On November 19, 2014, the City Commission adopted Resolution No. 2014-28821 approving Amendment No. 4 in the amount of \$76,500 which implemented additional enhanced stormwater drainage design modifications based on comments from AECOM and City Engineer.

On April 15, 2015, the City Commission adopted Resolution No. 2015-28993 approving Amendment No. 5 in the amount of \$666,462 for design modifications that included conceptual design, meetings with City staff, electrical and structural revisions and permit submittals. Additional twenty (20) months of construction administration was added to the agreement.

On January 13, 2016, the City Commission approved change order No. 3 to Lanzo Construction (Contractor) plus a time extension of 365 days to the construction contract for the construction of six (6) stormwater pump stations.

Additional design services to finalize pump system equipment, components and stakeholders' meetings are required to complete the design. The additional services will incorporate the best practical solutions that meet the stakeholders' concerns for each pump station site and also include extended RPR and Construction Administration services for six (6) additional months to correspond with the Contractor's approved schedule.

Based on the revised construction schedule for the installation of the stormwater pump stations, it is necessary to extend RPR Services to the final completion date of the project. The revised final construction completion date is March 30, 2017.

A proposal addressing the services required was submitted by SS&A. After a thorough review, the proposal was negotiated and the additional services will be added to the Professional Services Agreement as Amendment No. 6 in the amount of \$207,356. Amendment No. 6 will revise the total not-to-exceed contract sum to \$2,097,649.

The negotiated price submitted by Schwebke-Shiskin & Associates, Inc. for the above services has been reviewed by City staff and found to be fair and reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Source of D.	,	Amount	Account
Funds:	1.	\$126,792	432-2127-061357 2015 Stormwater Bonds – Resolution 2015-28998
	2.	\$80,564	419-2127-069357Water & Sewer LOC 2009-27076
OBPI	Total	\$207,356	Total
Financial Impact Su	mman/:		

City Clerk's Office Legislative Tracking:

Si	gn-Offs:		
	Department Director	Assistant City Manager	City Manager
	DM	ETC_2(/	JLM (1)

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AGENDA ITEM C75
DATE 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Phillip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 6, TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND SCHWEBKE-SHISKIN & ASSOCIATES, INC. FOR FINAL DESIGN OF STORMWATER PUMP STATIONS AND RELATED ITEMS, ADDITIONAL RESIDENT PROJECT REPRESENTATIVE AND CONSTRUCTION ADMINISTRATION SERVICES FOR SIX ADDITIONAL MONTHS TO CORRESPOND WITH APPROVED CONSTRUCTION SCHEDULE, FOR THE VENETIAN ISLANDS BID PACKAGE 13C RIGHT-**NEIGHBORHOOD OF-WAY IMPROVEMENT** PROJECT: IN NEGOTIATED NOT-TO-EXCEED AMOUNT OF \$205,856 PLUS AN AMOUNT OF \$1,500 FOR REIMBURSABLES: FOR A TOTAL AMOUNT OF \$207,356; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE CAPITAL BUDGET FROM THE FOLLOWING FUNDS; \$126,792 FROM FUND 432 - 2015 STORMWATER BONDS: AND \$80,564 FROM FUND 419 – W&S LOC 2009

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME

Build and maintain priority infrastructure with full accountability.

FUNDING

\$126,792

2015 Stormwater Bonds – Resolution 2015-28998

80,564

Water & Sewer LOC 2009-27076

\$207,356

Total

BACKGROUND

On September 9, 2009, the City Commission, pursuant to Request for Qualifications (RFQ) No. 42-08/09, adopted Resolution No. 2009-27161, approving and authorizing the Mayor and City Clerk to execute a Professional Services Agreement (PSA) with Schwebke-Shiskin & Associates, Inc. (SS&A) to provide professional services for the design, bid, award and construction administration phases of the Venetian Islands Bid Package 13C, Right-Of-Way Neighborhood Improvement Project (the Project) in the amount of \$585,660. The original contract provided limited Construction Administration services and reduced Resident Project Representative (RPR) services.

On June 2010, the administration approved Amendment No. 1 in the amount of \$9,900 for a topographic survey of the existing outfalls scheduled for rehabilitation. Subsequently, on May 8,

Commission Memorandum – June 8, 2016 Schwebke-Shiskin-Amendment 6 for Venetian Islands Page 2

2013, the City Commission adopted Resolution No. 2013-28202 to approve Amendment No. 2 for additional RPR services and Supplemental Construction Administration services in the amount of \$349,957.

On March 5, 2014, the City Commission adopted Resolution No. 2014-28528 approving Amendment No. 3 in the amount of \$201,814 for the re-design and permitting phase services associated with the enhanced stormwater system criteria as recommended by the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise and the Flooding Mitigation Committee, on February 12, 2014.

On November 19, 2014, the City Commission adopted Resolution No. 2014-28821 approving Amendment No. 4 in the amount of \$76,500 which implemented additional enhanced stormwater drainage design modifications based on comments from AECOM and City Engineer.

On April 15, 2015, the City Commission adopted Resolution No. 2015-28993 approving Amendment No. 5 in the amount of \$666,462 for design modifications that included conceptual design, meetings with City staff, electrical and structural revisions and permit submittals. Additional twenty (20) months of construction administration was added to the agreement.

ANALYSIS

On January 13, 2016, the City Commission approved change order No. 3 to Lanzo Construction (Contractor) plus a time extension of 365 days to the construction contract for the construction of six (6) stormwater pump stations. In addition City Commission directed staff to continue working with homeowners to assure that placement of the pump system, equipment and components meet the concerns of the stakeholders.

Additional design services to finalize pump system equipment, components and stakeholders' meetings are required to complete the design. The additional services will incorporate the best practical solutions that meet the stakeholders' concerns for each pump station site and also include extended RPR and Construction Administration services for six (6) additional months to correspond with the Contractor's approved schedule.

Based on the revised construction schedule for the installation of the stormwater pump stations, it is necessary to extend RPR Services to the final completion date of the project. The revised final construction completion date is March 30, 2017.

A proposal addressing the services required was submitted by SS&A. After a thorough review, the proposal was negotiated and the additional services will be added to the Professional Services Agreement as Amendment No. 6 (Exhibit A) in the amount of \$207,356. Amendment No. 6 will revise the total not-to-exceed contract sum to \$2,097,649.

The negotiated price submitted by Schwebke-Shiskin & Associates, Inc. for the above services has been reviewed by City staff and found to be fair and reasonable.

CONCLUSION:

The Administration recommends approval of a Resolution.

ATTACHMENTS:

Exhibit A - Amendment No. 6 - Schwebke-Shiskin & Assoc.



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RESOLUTION NO.
DESCHITION NO

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE FLORIDA, APPROVING MIAMI BEACH, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 6. TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND SCHWEBKE-SHISKIN & ASSOCIATES, INC. FOR FINAL DESIGN OF STORMWATER PUMP STATIONS AND RELATED ITEMS, ADDITIONAL RESIDENT PROJECT REPRESENTATIVE AND CONSTRUCTION ADMINISTRATION SERVICES FOR SIX ADDITIONAL MONTHS TO CORRESPOND WITH APPROVED CONSTRUCTION SCHEDULE, FOR THE VENETIAN ISLANDS BID PACKAGE 13C RIGHT-OF-WAY NEIGHBORHOOD IMPROVEMENT PROJECT: IN THE NEGOTIATED NOT-TO-EXCEED AMOUNT OF \$205,856 PLUS AN AMOUNT OF \$1,500 FOR REIMBURSABLES: FOR A TOTAL AMOUNT OF \$207,356; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE CAPITAL BUDGET FROM THE FOLLOWING FUNDS; \$126,792 FROM FUND 432 - 2015 STORMWATER BONDS; AND \$80,564 FROM FUND 419 - W&S LOC 2009

WHEREAS, on September 9, 2009, the City Commission, pursuant to Request for Qualifications (RFQ) No. 42-08/09, adopted Resolution No. 2009-27161, approving and authorizing the Mayor and City Clerk to execute a Professional Services Agreement (PSA) with Schwebke-Shiskin & Associates, Inc. (SS&A) to provide professional services for the design, bid, award and construction administration phases of the Venetian Islands Bid Package 13C, Right-Of-Way Neighborhood Improvement Project (the Project) in the amount of \$585,660; and

WHEREAS, the original contract provided limited Construction Administration services and reduced Resident Project Representative (RPR) services; and

WHEREAS, on June 2010, the administration approved Amendment No. 1 in the amount of \$9,900 for a topographic survey of the existing outfalls scheduled for rehabilitation; and

WHEREAS, on May 8, 2013, the City Commission adopted Resolution No. 2013-28202 to approve Amendment No. 2 for additional RPR services and Supplemental Construction Administration services in the amount of \$349,957; and

WHEREAS, on March 5, 2014, the City Commission adopted Resolution No. 2014-28528 approving Amendment No. 3 in the amount of \$201,814 for the re-design and permitting phase services associated with the enhanced stormwater system criteria as recommended by the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise and the Flooding Mitigation Committee on February 12, 2014; and

WHEREAS, on November 19, 2014, the City Commission adopted Resolution No. 2014-28821 approving Amendment No. 4 in the amount of \$76,500 which implemented additional enhanced stormwater drainage design modifications based on comments from AECOM and City Engineer; and

WHEREAS, on April 15, 2015, the City Commission adopted Resolution No. 2015-28993 approving Amendment No. 5 in the amount of \$666,462 for design modifications that included conceptual design, meetings with City staff, electrical and structural revisions and permit submittals and an additional twenty (20) months of construction administration was added to the agreement; and

WHEREAS, on January 13, 2016, the City Commission approved change order No. 3 to Lanzo Construction (Contractor) plus a time extension of 365 days to the construction contract for the construction of six (6) stormwater pump stations and the City Commission directed staff to continue working with homeowners to assure that placement of the pump system, equipment and components meet the concerns of the stakeholders; and

WHEREAS, additional design services to finalize pump system equipment, components and stakeholders' meetings are required to complete the design and will incorporate the best practical solutions that meet the stakeholders' concerns for each pump station site and also include extended RPR and Construction Administration services for six (6) additional months to correspond with the Contractor's approved schedule; and

WHEREAS, based on the revised construction schedule for the installation of the stormwater pump stations, it is necessary to extend RPR Services to the final completion date of the project, March 30, 2017; and

WHEREAS, a proposal addressing the services required was submitted by SS&A and after a thorough review, the proposal was negotiated and the additional services will be added to the Professional Services Agreement as Amendment No. 6 in the amount of \$207,356; and

WHEREAS, Amendment No. 6 will revise the total not-to-exceed contract sum to \$2,097,649.

NOW,THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA approving and authorizing the Mayor and City Clerk to execute Amendment No. 6, to the existing Professional Services Agreement between the City of Miami Beach and Schwebke-Shiskin & Associates, Inc. for final design of stormwater pump stations and related items, additional Resident Project Representative and Construction Administration services for six additional months to correspond with approved construction schedule, for the Venetian Islands Bid Package 13c Right-Of-Way Neighborhood Improvement Project; in the negotiated not-to-exceed amount of \$205,856 plus an amount of \$1,500 for reimbursables; for a total amount of \$207,356; with previously appropriated funding in the Capital Budget from the following funds; \$126,792 from Fund 432 - 2015 stormwater bonds; and \$80,564 from Fund 419 – W&S Loc 2009.

PASSED and AD	OOPTED thisday of	, 2016.
	PHILI	P LEVINE, MAYOR
ATTEST:		APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

445

RAFAEL E. GRANADO, CITY CLERK

AMENDMENT NO. 6 TO THE PROFESSIONAL ARCHITECTURE AND ENGINEERING (A/E) SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND

SCHWEBKE-SHISKIN & ASSOCIATES, DATED DECEMBER 18, 2009

IN AN AMOUNT NOT-TO-EXCEED \$207,356

TO PROVIDE FINAL DESIGN OF STORMWATER PUMP STATIONS AND RELATED ITEMS PLUS EXTENDED RESIDENT PROJECT REPRESENTATIVE AND CONSTRUCTION ADMINISTRATION SERVICES FOR SIX ADDITIONAL MONTHS TO CORRESPOND WITH APPROVED SCHEDULE, FOR THE VENETIAN ISLANDS BID PACKAGE 13C RIGHT-OF-WAY NEIGHBORHOOD IMPROVEMENT PROJECT

This Amendment No. 6 to the Agreement made and entered this ____day of ____2016, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 (hereinafter referred to as CITY), and Schwebke-Shiskin & Associates, Inc., having its offices at 3240 Corporate Way, Miramar, Florida 33025 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, on September 9, 2009, the City Commission pursuant to Request for Qualifications (RFQ) No. 42-08/09, adopted Resolution No. 2009-27161, approving and authorizing the Mayor and City Clerk to execute a Professional Services Agreement (the Agreement) with the Consultant provide professional services for the design, bid, award and construction administration phases of the Venetian Islands Bid Package 13C, Right-Of-Way Neighborhood Improvement Project (the Project), in the amount of \$585,660.; and

WHEREAS, on June 2010, Administration approved Amendment No. 1, to the Agreement in the amount of \$9,900, for a topographic survey of the existing outfalls scheduled for rehabilitation; and

WHEREAS, on May 8, 2013, the City Commission adopted Resolution No. 2013-28202, approving Amendment No. 2 to the Agreement, for additional RPR services and Supplemental Construction Administration services, in the amount of \$349,957; and

WHEREAS, on March 5, 2014, the City Commission adopted Resolution No. 2014-28528, approving Amendment No. 3 to the Agreement, in the amount of \$201,814, for redesign and permitting phase services associated with the enhanced stormwater system criteria; and

WHEREAS, on November 19, 2014, the City Commission adopted Resolution No. 2014-28821, approving Amendment No. 4 to the Agreement, in the amount of \$76,500, which implemented additional enhanced stormwater drainage design modifications; and

WHEREAS, on April 15, 2015, the City Commission adopted Resolution No. 2015-28993 approving Amendment No. 5 in the amount of \$666,462 for design modifications that included conceptual design, meetings with City staff, electrical and structural revisions and permit submittals. Additional twenty months of construction administration was added to the agreement.

WHEREAS, this Amendment No. 6, will provide additional design services to finalize pump system equipment and components plus meetings along with extended resident project representative and construction administration services for and additional six months to correspond with approved schedule; and

WHEREAS, the additional services will be added to the Professional Services Agreement as Amendment No. 6 in the amount of \$207,356; and

WHEREAS, this Amendment No. 6 will revise the total contract sum to a not-toexceed total of \$2,097,649.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 6.

2. MODIFICATIONS

The Agreement is amended to incorporate Schedule "A -6 and B-6", attached hereto.

3. **OTHER PROVISIONS**

All other provisions of the Agreement, as amended, are unchanged.

4. RATIFICATION

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 6.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:	CITY OF MIAMI BEACH, FLORIDA
Rafael E. Granado, City Clerk APPROVED AS TO	Philip Levine Mayor
ATTEST: & FOR EXECUTION Social For 5.25-16 City Attorney Date	CONSULTANT: SCHWEBKE-SHISKIN & ASSOCIATES, INC.
Secretary	President
Print Name	Print Name
Attachment: Schedule A-6 Schedule B 6	

Principals Hernando J. Navas, P.E. Mark S. Johnson, P.S.M.

Of Counsel Alfonso C. Tello, P.E., P.S.M. Civil Engineers - Land Planners - Surveyors

3240 Corporate Way • Miramar, Florida 33025

Phone: (954) 435-7010 • Fax: (954) 438-3288

Luis F. Leon, P.E. Alberto A. Mora, P.E. John C. Tello, P.E. Ronald A. Fritz, P.S.M. Raymond F. Mielke, P.S.M. Michael J. Alley, P.S.M.

April 19, 2016, Revised May 10, 2016

Mr. Roberto Rodriguez. City of Miami Beach Capital Improvement Projects Office 1701 Meridian Avenue, Suite 300 Miami Beach, Florida 33139

Re: Venetian Island Neighborhood 13 BID Package "C" - Extend Resident Project Representative, Construction Administration Services and Additional Services for Drainage Pump Station Site Layout Redesign

Dear Roberto.

Based on the updated construction schedule for construction of the stormwater pump stations it is our understanding that the City of Miami Beach is requesting to extend our Resident Project Representative services to the final completion date of the project. Our previous contract with the City of Miami Beach extended our Resident Project Representative services for an additional 20 months, or an anticipated final completion date of October 3, 2016. Our records indicate that the contractor's contracted final completion date is March 30, 2017. As such, should the City require our Resident Project Representative and Construction Administration services, our services will need to be extended by approximately 6 months.

In addition, based on recent conversations and meetings regarding the pump station designs it is our understanding that the City of Miami Beach would like to work with homeowners with properties adjacent to the pump station sites to the extent practical to make minor adjustments to the pump station site layouts. As such, please accept the following proposal to meet with the homeowner's representatives, the City of Miami Beach Capital Improvement Projects Office Project Manager and other pertinent entities as needed to redesign the pump station site layouts and update the Civil Engineering construction drawings. As per our conversations, the Electrical plans will not be updated to reflect anticipated modifications. Although we anticipate modifications that will change lengths of forcemains and gravity pipes, the following proposal does not include calculations to analyze the impact of the proposed modifications as we believe that the proposed modifications will not significantly affect the performance of the stormwater management system.

SCOPE OF SERVICES:

I. Supplemental Construction Administration Services

Our understanding of the scope of work for this project is to provide Resident Project Representative and Construction Administration services that shall include all tasks

Schwebke-Shiskin & Associates, Inc.

previously included under the original contract with the exception that in this proposal we will provide one full time Senior Construction Inspector for the period of October 4th, 2016 to March 30th, 2017 (6 months). Our scope will also include additional services noted in the previous contract such as bi-weekly progress meetings, review and approve shop drawings, respond to all requested changes in construction cost and/or schedules, requests for additional information and contract document clarification. We have no reason to believe at this time that the project duration will extend beyond the established construction duration. However, should additional Resident Project Representative and Construction Administration Services be required through no fault of our own our additional fees will be negotiated prior to proceeding with additional services. Our fee to provide Supplemental Construction Administration Services shall be a lump sum amount of *One Hundred Seventy Thousand Two Hundred Twenty Five Dollars (\$170,225*).

II. Supplemental Engineering Design Services

- A. Up to four (4) meetings with the City of Miami Beach Capital Improvement Projects office and the project contractor.
- B. Up to ten (10) meetings with the twelve (12) adjacent property's homeowner's representatives.
- C. Prepare four (4) pump station conceptual layout plans for the above referenced meetings.
- D. Modify the construction plans of four (4) of the pump stations based on the outcome of the above referenced meetings. The modifications are anticipated to include relocation of stormwater structures, some drainage structure modifications, minor grading adjustments, changes in surface restoration materials and other such minor design modifications.
- E. Respond and address comments during the PWD approval process.
- F. Revised the control panel structural plans based on the revised layouts. The structural plans will also be amended to include the structural design of walls anticipated at the Rivo Alto pump station sites.
- G. We anticipate reimbursable expenses will not exceed <u>One Thousand Five</u>

 <u>Hundred Dollars</u> (\$1,500.00) to provide copies of plans, calculations and other exhibits to process the plans for approval through the City of Miami Beach Public Works Department.

Our fee for Supplemental Engineering Design Services, including reimbursable expenses, will be <u>Thirty Thousand Five Hundred Thirty One Dollars</u> (\$37,131).

Our total fee for all of the mentioned services, including reimbursable expenses, will be <u>Two</u> <u>Hundred Seven Thousand Three Hundred Fifty Six Dollars</u> (\$207,356).

Schwebke-Shiskin & Associates, Inc.

APK

Mr. Roberto Rodriguez May 10, 2016 Page 3 of 3

I would like to thank you for giving us the opportunity to offer you this proposal. If this proposal is acceptable to you, please execute the original and return it to our office, so we can proceed with the work.

Respectfully submitted,

Schwebke-Shiskin & Associates, Inc.

Luis F. Leon, P.E.
Assistant Vice-President

Accepted For:	City	of	Miami	Beach
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Accepted By:		
	(Signature)	(Title)
	(Print Name)	(Date)

Schwebke-Shishin & Associates, Inc.

SCHEDULE A-6

SCOPE OF SERVICES

Task 13 – Supplemental Resident Project Representative (RPR) and Construction Administration (CA) Services for the Venetian Islands Bid Package 13C Right of Way Improvement Project:

TASK 13 - CONSTRUCTION ADMINISTRATION SERVICES will be amended to provide supplemental CA services which will include bi-weekly progress meeting for a total of 13 meetings. The amended RPR services will include supplemental hours for the full time Senior Construction Inspector for a total of forty (40) hours per week with responsibilities as outlined herein:

- 13.1 Bi-Weekly Construction Progress Meetings: The Consultant shall attend, participate and take a lead role in bi-weekly construction project meetings with the City and the Contractor of the Project. These meetings will serve as forums to review the status of construction progress, discuss construction issues, discuss schedule and/or cost concerns, discuss potential changes or conflicts, review the status of shop drawing submittals and Construction Document clarifications and interpretations, and to resolve problems before they become critical. Consultant shall prepare weekly meeting minutes and distribute to all meeting attendees, review the two week look ahead provided by the Contractor and provide comments or objections to written statements within the specified timeframe. The Consultant will prepare detailed weekly reports that describe the construction activities, progress, incidents and issues that have occurred on the construction site and distribute to the attendees in advance of the bi-weekly construction progress meetings. The services amended herein will supplement the meetings included in the agreement approved by Resolution No. 2009-27161, 2013-28202, 2014-28821and 2015-28993 to provide services for an additional total of thirteen (13) progress meetings.
- Requests for Information/Construction Document Clarification (RFIs/CDCs): When RFI's and CDCs involve design issue interpretations, the Consultant will coordinate with the EOR, as needed, to resolve the Contractor's Requests for information, Construction Document Clarifications, Field Orders, and other related correspondence. The Consultant will be also be responsible for ensuring the EOR provides a written response to RFIs and CDCs in a timely manner for processing, logging and distributing all RFIs/CDCs. Consultant will upload all RFI and CDC responses to the City's E-Builder™ document management system.
- 13.3 Change Orders: Consultant shall perform an independent review of any Change Orders submitted by the Contractor and provide a written statement noting recommendation for approval or denial of the Change Order to the City. If recommended for approval, the Consultant will note if the requested cost and schedule impacts are fair and reasonable. The Consultant will be responsible for maintaining a Change Order log and uploading approved Change Orders to the City's E-Builder™ document management system. The Consultant shall also participate in change request review meetings with City and Contractor to resolve and/or negotiate resolution of request. The Consultant will review and familiarize themselves with the construction schedule, monitor the progress of construction, and ensure the Contractor's adherence to the schedule. The Contractor will be required to submit a detailed schedule to the Consultant at the pre-construction meeting. This schedule will be reviewed and approved by the Consultant and the City. This schedule will be updated on a biweekly basis by the Contractor; however, the Consultant will be responsible for reviewing the contactor's schedule to confirm accuracy of the work activities completed. Analysis of the Contractor schedule will be

on the basis of planned versus actual costs for the month and construction contract to date. Consultant shall verify that the Contractor is uploading approved schedule and schedule updates to the City's E-Builder™ document management system.

- 13.4 **Resident Project Representative:** The Consultant will communicate daily or periodically with the City and Contractor, as needed. They will report on concerns as it relates to the construction effort and activities. In addition, the Consultant shall also coordinate with the Contractor's Public Information Officer where notifications such as utility outages, road closures, etc. may be required. The Consultant will monitor and verify that the Contractor has made the required notifications to the utility owners, residents and businesses as may be required.
 - (a) **Field Inspections**: The Consultant shall conduct field inspections on a daily basis throughout the duration of construction. In accordance to the agreement approved by Resolution No. 2009-27161, 2013-28202, 2014-28821and 2015-28993, Consultant shall provide a supplemental hours for the full time Senior Construction Inspector for a total of forty (40) hours per week for a project duration of six (6) months. These Consultant services are limited to not more than six (6) months (180 calendar days) in duration. The Consultant shall be present at the construction site daily during the construction phase of the project and will be expected to be available as needed, throughout the Contractor's 8-hour work day, 40-hour work week, excluding weekends and City holidays. Any work outside the specified work period will be invoiced to the City on a time and materials basis per the rates in Schedule B-6.

The Consultant's on-site typical workday shall begin at or about 8:00 AM and end at or about 5:00 PM for a total of 8 hours per day or 40 hours per week. Scope does not account for working on City holidays, weekends, nor more than 40-hours per week.

Field inspections shall be provided jointly by the City and the Consultant. To supplement those services provided by the Consultant, the City will provide one (1) part-time construction inspectors for the duration of the Project. The role of the City's construction inspectors shall be limited. The Consultant shall be present at the construction site daily during the construction phase of the Project and will be expected to be available, as needed, throughout the Contractor's work day.

- (b) Adherence to Construction Documents: The Consultant shall review materials and workmanship of the projects and report to the City any deviations from the Construction Documents that may come to the Consultant's attention. Consultant shall determine the acceptability of the work and materials and make recommendations to the City to reject items not meeting the requirements of the Construction Documents.
- (c) Daily Reports: The Consultant will prepare daily reports, on the same date as construction occurs, to record the daily performance of the Contractor as well as other significant construction related matters. Daily reports shall be uploaded to the City's E-Builder document management system by the Consultant. At the end of each week, the Consultant will forward the original daily reports to the City for review. The Consultant will maintain and file paper copies of the daily reports onsite for reference. The daily reports shall include records of when the Contractor is on the job-site, detailed field observations that will provide unit quantities for materials installed and/or removed from site, weather conditions, change orders, changed conditions, list of job site visitors, daily drilling and testing activities, testing results, testing observations, and records of the outcome of tests and inspections. At a minimum the daily reports will contain the following information:

- · Weather and general site conditions
- Contractor's work force counts by category and hours worked
- Description of Work performed including location
- Equipment utilized
- Names of visitors to the jobsite and reason for the visit
- Tests made and results
- Construction difficulties encountered and remedial measures taken
- Significant delays encountered and apparent reasons why
- · Description of (potential) disputes between the Contractor and City
- Description of (potential) disputes between the Contractor and residents
- Summary of additional directions that may have been given to the Contractor
- Detailed record of materials, equipment and labor used in connection with extra work, or where there is reason to suspect that a claim or request for Change Order may be submitted by the Contractor
- Summary of any substantive discussions held with the Contractor and/or City
- Summary of nonconforming work referenced to corresponding Non-Compliance Notice
- A log of photographs taken
- (d) **Equipment Tests and Systems Start-up:** Consultant shall be responsible for coordinating various tests for quality control on the projects; verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and that the Contractor is maintaining adequate records thereof. Consultant shall observe, record, and report appropriate details relative to the test procedures and startup.
- (e) **Photographic Record:** Consultant shall provide a photographic record of the overall progress of construction, beginning with preconstruction documentation, following with ongoing construction documentation, and ending with post-construction documentation. Photographs shall be digital snapshot type taken to define the progress of the project and shall be filed electronically by month in the City's E-Builder™ document management system, labeled by date, time and location. The Consultant will upload all photos to the E-Builder™ document management system on a weekly basis.
- (f) **Workmanship:** Review materials and workmanship of the Project and report to CITY any deviations from the contract documents that may come to the CONSULTANT's attention. Determine the acceptability of the Work and materials and make recommendation to the CITY to reject items not meeting the requirements of the contract documents.
- (g) **Delivery of Unaccepted Materials to Jobsite:** As new materials are delivered to the jobsite, the Consultant will check the material's certifications and samples and verify that an approved shop drawing was submitted for the material in question. If it is determined that a submittal has not been approved, the Consultant shall immediately notify the City and issue a Non-Compliance Notice. The Consultant will direct and supervise the sampling and testing of materials to be performed by the City's independent testing laboratory. The Consultant shall maintain test report logs which shall be submitted to the City for review on a monthly basis and uploaded to the City's E-Builder™ document management system on a weekly basis. Consultant shall also review invoices submitted by the independent testing laboratories and confirm tasks and test reports and invoices prior to recommendation for payment by the City.

- (h) Construction Process: Field observe critical points in the construction process.
- (i) Testing: Direct and supervise the sampling and testing of materials to be performed by independent testing laboratories under subcontract to the CITY. This task includes the receipt, review and processing of invoices from the independent testing laboratories for payment by the CITY.
- (j) Pay Requisitions: Consultant shall verify Contractor's pay requisition quantities and sign-off on all pay requisition quantities in the field. Consultant shall be responsible for reviewing with the Contractor the monthly payment requisition to confirm the status of completed and uncompleted work and stored materials. The Consultant shall advise the City of quantities being approved for subsequent concurrence for payment purposes. Payment Requisitions shall only be approved by the City.
- (k) Record Drawings: Consultant will monitor that record drawing mark-ups are properly maintained by the Contractor. At a minimum, the Consultant will review the record drawing mark-ups once a month, or more often, as deemed necessary. Contractor's failure to maintain the record drawings in up-to-date condition may be deemed grounds for withholding Contractor's monthly payment requisitions until such time as the record drawings are brought up-to-date. The Consultant will notify the City if it considers the mark-up documents insufficient. The City will make final determination of payment withholding.
- (I) Issuance of Non-compliance Notices: The Consultant will be responsible for notifying the City when they become aware of a condition that is believed to be in non-compliance with Construction Documents. Anytime the Consultant notices a potential construction problem or a condition that could result in noncomplying materials, equipment or workmanship, the Consultant will need to determine whether the condition poses an immediate threat to public health or safety. If a condition does not pose a threat to public health or safety, immediate verbal notification or "Pre-Noncompliance Notice" of the potential noncompliance should be made to the Contractor and the City. This verbal notice shall be documented in the Consultant's daily report and shall advise the Contractor of potential construction problems, errors, or deficiencies that can be promptly resolved and do not warrant a Non-compliance Notice. If the Contractor fails to respond to the verbal notification within a reasonable timeframe, the Consultant will notify the City and the City's Projects Coordinator will issue a Non-compliance Notice. If a condition poses an immediate threat to public health or safety, the Consultant will notify the Contractor and City immediately and the City's Projects Coordinator will issue a Non-compliance Notice to the Contractor. Non-compliance Notices will include a description of the Work that does not meet the construction contract requirements, along with a required timetable for corrective work to be implemented by the Contractor. Other items that should be included in the Notice include a reference to the provision of the Construction Documents that has been violated.
- (m) Value Engineering Meetings: The Consultant will be expected to attend, participate, and provide cost estimating information at Value Engineering meetings with between the City and the Contractor for the Project.
- (n) **Resident's Information Meetings:** The Consultant will be expected to attend, address residents' concerns, participate, produce meeting minutes, and take a lead role in Resident Information Meetings with the City for the Project.

- (o) Specialty Design Consultant Site Visits: The Consultant will monitor the number of specialty site visits requested by the Contractor or City and conducted by the Engineer of Record (EOR). When it becomes evident that a specialty site visit from the EOR will be required, the Consultant will notify the EOR to discuss and schedule a mutually acceptable time for meeting at the construction site.
- (p) **Damage to Existing Facilities:** The Consultant will identify any existing facilities damaged by the Contractor and verify that the Contractor has notified the respective owner(s). Include record of such occurrences in the daily reports.
- (q) Safety: Consultants will be expected to recognize a hazard that any reasonable non-safety professional might be expected to recognize. In addition, those safety obligations extend only to recognizable hazards that the Consultant may note while in the normal conduct of onsite business. If a situation presents itself, the following procedures should be followed:
 - Immediately direct personnel to remove themselves from the apparent danger,
 - Notify the Contractor's superintendent of the apparent condition that caused the concern and that the affected personnel were directed to remove themselves accordingly.
 - Notify the Contractor of the situation that arises concern, both in writing and verbally.
 - Issue a written Notice of Noncompliance stating that the Contractor should take immediate action as it deems necessary to correct the deficiency / condition.
 - · Take photographs of the concern,
 - · If the Contractor does not make corrections, the Consultant should notify the City,
 - The Consultant will review the situation with the City for further direction.
 - The condition, as well as all conversations and correspondence, will be recorded in the Consultant's Daily Report.
 - In the case of a construction-related accident, Consultant will notify the City of the accident. Consultant will direct the Contractor to prepare an accident report with a copy forwarded to the City.
- (r) Quality Control: The Consultant will review and monitor the Contractor's adherence to an acceptable quality control program submitted by the Contractor prior to the issuance of the second Notice-to-Proceed by the City. This program will describe the Contactor's quality control, organizational procedures, documentation controls and processes for each phase of the work. Quality control during construction will be the responsibility of the Contractor; however, oversight and ensuring the Contractor complies with applicable jurisdictional construction standards will be enforced on the City's behalf by the Consultant.
- (s) Proceeding with Disputed Work: In the event that an agreement cannot be reached on a Change Order, the Contractor must carry on the work and adhere to the project schedule in accordance with the construction contract general conditions. The Consultant will log all forced work efforts related to disputed change order on a Forced Work Daily Log Reports which will be signed and dated by the Consultant and the Contractor's representative at the completion of each workday. The Consultant will forward copies of this form to the City for record purposes.
- (t) Maintenance of Traffic (MOT): The Contractor shall provide the Consultant and the City with approved copies of its MOT at the Pre-Construction Meeting for general information purposes. It will be the Consultant's responsibility to verify compliance with the MOT in the field.

(u) **Contractor Request for Services:** When the Contractor requires services from the City for issues such as water main shutdowns, tie-ins to existing water mains, special regulatory inspections, etc., a request shall be made in writing by the Contractor, and forwarded by the Consultant to the City, a minimum of three working days prior to when required.

Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless memorialized in written document approval and executed with the same formality and of equal dignity herewith.

- **13.5 Electrical Construction Administration Services:** Field observe critical points in the construction process.
- 13.6 Electrical Field Inspections: (a) The Consultant shall conduct field inspections on a daily basis throughout the duration of construction. In accordance to the agreement approved by Resolution No. 2009-27161 and No. 2014-28821, Consultant shall provide a supplemental hours for the full time Senior Construction Inspector for a total of forty (40) hours per week for a project duration of six (6) months. These Consultant services are limited to not more than six (6) months (180 calendar days) in duration. The Consultant shall be present at the construction site daily during the construction phase of the project and will be expected to be available as needed, throughout the Contractor's 8-hour work day, 40-hour work week, excluding weekends and City holidays. Any work outside the specified work period will be invoiced to the City on a time and materials basis per the rates in Schedule B-6.
- (b) The Consultant's on-site typical workday shall begin at or about 8:00 AM and end at or about 5:00 PM for a total of 8 hours per day or 40 hours per week. Scope does not account for working on City holidays, weekends, nor more than 40-hours per week.
- (c) Field inspections shall be provided jointly by the City and the Consultant. To supplement those services provided by the Consultant, the City will provide one (1) part-time construction inspectors for the duration of the Project. The role of the City's construction inspectors shall be limited. The Consultant shall be present at the construction site daily during the construction phase of the Project and will be expected to be available, as needed, throughout the Contractor's work day.

Task 14 – Supplemental Design Services for the Pump Station Site Modifications of the Venetian Islands Bid Package 13C Right of Way Improvement Project:

TASK 14 – SUPPLEMENTAL DESIGN SERVICES will be amended to provide supplemental DESIGN services which will establish requirements for the preparation of contract documents for the Project.

- **14.1 Meetings with Residents regarding plan revisions:** Requires that the CONSULTANT attend and participate in up to (10) meetings with 12 adjacent property's homeowner's representatives.
- 14.2 Meetings with CIP regarding plan revisions: Requires that the CONSULTANT attend up to four (4) meetings with the City of Miami Beach Capital Improvement Projects office and the project contractor

- 14.3 Plan Revisions: Preparation of (4) Conceptual Pump Station Layout Plans, (4) Revisions and (4) Construction Plan revisions.
- **14.4 Structural Plan Revisions:** Revise Control Panel Structural Plans and add walls at pump station sites.
- 14.5 Reimbursable Expenses:

SCHEUDLE B-6

CONSULTANT COMPENSATION

Construction Administration and Resident Project Representative Services*

\$170,225

Note*: The Construction Administration and Resident Project Representative Services shall be invoiced monthly indicating each Task and dividing by twenty months, when applicable. All hours will need to be verified by City Representative.

In the event that Supplemental Construction Administration or Resident Project Representative Services are required to be extended additional fees will be negotiated prior to proceeding with additional services.

Supplemental Design Services** \$29,031

Reimbursables: \$1,500

Supplemental Structural Design Services \$6,600

Note*: Conceptual designs included in these services are based on an estimated hourly cost and is a Not-To-Exceed amount. In the event that Supplemental Conceptual Design Services are required to be extended, additional fees will be negotiated prior to proceeding with additional services.

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Schedule B Compensation Fee Schedule - Venetian Islands Bid Package 13C

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: John Elizabeth Alemán, Commissioner

DATE: June 1, 2016

SUBJECT: Consent Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 8, 2016 City Commission Meeting Agenda:

A resolution to support a culinary program at Miami Beach Senior High School.

A proposed Resolution is attached for consideration by the City Commission, and LTC 230-2016 is attached to provide additional information.

If you have any questions, please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139 Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

RESOLUTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO IMPLEMENT A SUSTAINABLE CULINARY PROGRAM AT MIAMI BEACH SENIOR HIGH SCHOOL AND FURTHER URGING THE SCHOOL BOARD OF MIAMI DADE COUNTY TO FUND A FULL-TIME TEACHER FOR SUCH CULINARY PROGRAM AND TO DEVELOP A LONG-TERM RELATIONSHIP TO SUSTAIN A CULINARY PROGRAM AT MIAMI BEACH SENIOR HIGH SCHOOL.

WHEREAS, the City of Miami Beach is an international tourist destination in which hospitality and service are major industries; and

WHEREAS, although Miami Beach Senior High School ("MBSHS") has classroom kitchen facilities for culinary classes, including refrigeration and cooking appliances, the facilities are not prepared for nor are they currently being utilized for that purpose; and

WHEREAS, despite student interest in a culinary program and educational opportunities in this field, MBSHS does not offer a curriculum in the culinary arts; and

WHEREAS, the Mayor and City Commission of the City of Miami Beach support the interest of MBSHS students in a culinary program and wish to urge The School Board of Miami-Dade County to implement a long-term sustainable culinary program and to fund a full-time teacher for such culinary program.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby urge The School Board of Miami-Dade County to implement a sustainable culinary program at Miami Beach Senior High School, to fund a full-time teacher for such culinary program, and to develop a long-term relationship to sustain a culinary program at Miami Beach Senior High School.

PASSED AND ADOPTED this	day of, 2016.
ATTEST:	Philip Levine, Mayor
Rafael E. Granado, City Clerk F:\ATTO\TURN\RESOS\MBSHS Culinary Program.docx	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION City Attorney Date

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

230-2016

LETTER TO COMMISSION

TO:

Mayor Philip Levine and Members of the City Commission

Jimmy L. Morales, City Manager

DATE:

May 25, 2016

SUBJECT: Committee for Quality Education Motions

The Committee for Quality Education would like you to be aware of the following motions requesting support to for a culinary program at Miami Beach Senior High School and a review of security allocations at Miami Beach public schools, approved at the May 24, 2016 committee meeting.

C: Executive Staff

Dr. Leslie Rosenfeld, Chief Learning Development Officer

463

City of Miami Beach Committee for Quality Education

Meeting of May 24, 2016

Members Present: Beverly Heller, Beth Edwards, Tiffany Heckler, Ivette Birba, Judith Berson-Levinson, Yvette Tache, Stewart Turner, and Joshua Levy

Members Absent: Jordan Leonard, Rosa Neely, Kayla Rynor, Betsy Mateu, Jessica Burns, Karen Edelstein; and Elisa Leone

Motion made by Beverly Heller Motion seconded by Judith Berson-Levinson

Motion Text:

The Committee for Quality Education requests that the Miami Beach Mayor and Commission support the implementation of a sustainable culinary program at Miami Beach Senior High School and further requests that Miami-Dade County Public Schools fund a teacher for the program and develop a long-term relationship with Miami Beach Senior High School.

The Committee for Quality Education urges the Mayor and Commission to support the above request.

Motion Passage: Votes 8-0

Motion made by Beverly Heller Motion seconded by Tiffany Heckler

Motion Text:

The Committee for Quality Education requests that the Miami Beach Mayor and Commission ask Miami-Dade County Public Schools to review security allocation needs of Miami Beach Senior High School based on other criteria (other being not incidence), such as student population as well as size of campus.

The Committee for Quality Education urges the Mayor and Commission to support the above request.

Motion Passage: Votes 8-0



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: John Elizabeth Alemán, Commissioner

DATE: June 1, 2016

SUBJECT: Consent Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 8, 2016 City Commission Meeting Agenda:

A resolution to request Miami-Dade County Public Schools to review the security allocation needs at Miami Beach Senior High School.

A proposed Resolution is attached for consideration by the City Commission, and LTC 230-2016 is attached to provide additional information.

If you have any questions, please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION 1700 Convention Center Drive, Miami Beach, FL 33139 Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC#

230-2016

LETTER TO COMMISSION

TO:

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE:

May 25, 2016

SUBJECT: Committee for Quality Education Motions

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C: Executive Staff

Dr. Leslie Rosenfeld, Chief Learning Development Officer

City of Miami Beach Committee for Quality Education

Meeting of May 24, 2016

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Members Absent: Jordan Leonard, Rosa Neely, Kayla Rynor, Betsy Mateu, Jessica Burns, Karen Edelstein, and Elisa Leone

Motion made by Beverly Heller Motion seconded by Judith Berson-Levinson

Motion Text:

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Motion Passage: Votes 8-0

Motion made by Beverly Heller Motion seconded by Tiffany Heckler

Motion Text:

The Committee for Quality Education requests that the Miami Beach Mayor and Commission ask Miami-Dade County Public Schools to review security allocation needs of Miami Beach Senior High School based on other criteria (other being not incidence), such as student population as well as size of campus.

The Committee for Quality Education urges the Mayor and Commission to support the above request.

Motion Passage: Votes 8-0

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R5 ORDINANCES

Condensed Title:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending the Land Development Regulations of the Miami Beach City Code, by amending Section 118-593(e), entitled "Delineation on Zoning Map" by designating the property at 1700 Alton Road as an Historic Site to be known as "1700 Alton Road Historic Site"

Key Intended Outcome Supported:

Protect Historic Building Stock

Supporting Data (Surveys, Environmental Scan, etc.

In the 2014 Survey, 74% of residents and 77% of business owners maintained that the City was effective in its historic preservation efforts.

Item Summary/Recommendation:

SECOND READING - PUBLIC HEARING

The proposed Ordinance would designate the property located at 1700 Alton Road as a Local Historic Site.

On May 11, 2016 the Commission approved the Ordinance at First Reading and set a Second Reading Public Hearing for June 8, 2016.

The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

On March 8, 2016, the Historic Preservation Board reviewed a Designation Report relative to the historic designation of 1700 Alton Road as a Local Historic Site and approved a motion to recommend approval of the designation of the proposed 1700 Alton Road Historic Site to the Planning Board and the City Commission by a vote of (7-0).

On April 19, 2016, the Planning Board reviewed a Designation Report relative to the historic designation of 1700 Alton Road as a local historic site and approved a motion to recommend approval of the designation to the City Commission by a vote of (7-0).

Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

N/A

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director

Assistant City Manager

City Manager

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MIAMIBEACH

AGENDA ITEM R5A
DATE 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION, MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SECOND READING - PUBLIC HEARING

SUBJECT:

1700 Alton Road – Local Historic Ste Designation

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; BY AMENDING SECTION 118-593(E), ENTITLED "DELINEATION ON ZONING MAP" BY DESIGNATING ONE OR MORE BUILDINGS AT 1700 ALTON ROAD AS AN HISTORIC SITE TO BE KNOWN AS "1700 ALTON ROAD HISTORIC SITE," AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE 1700 ALTON ROAD AS AN HISTORIC SITE; ADOPTING THE DESIGNATION REPORT ATTACHED TO THE STAFF REPORT AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE; REPEALER; SEVERABILITY;

AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

On January 12, 2016, at the request of the applicant, the Historic Preservation Board reviewed a Preliminary Evaluation and Recommendation Report relative to the possible historic designation of the existing structure as an individual local historic site. At this meeting, the Board directed staff and the applicant to prepare a formal historic designation report. On February 9, 2016, the Board continued the application to the March 8, 2016 meeting, at the request of the applicant.

On March 8, 2016, the Historic Preservation Board (HPB) held a public hearing and voted unanimously (7-0) recommending in favor of the proposed historic site designation of 1700 Alton Road to the Planning Board and the City Commission (HPB File No. 7590).

On April 19, 2016, the Planning Board held a public hearing to consider the proposed designation and voted unanimously (7-0) in favor of recommending that the City Commission designate 1700 Alton Road as a local historic.

DESIGNATION PROCESS

The designation report for a proposed historic district is required to be presented to the Historic Preservation Board and the Planning Board at separate public hearings.

Following public input, the Historic Preservation Board votes on whether or not the proposed historic district meets the criteria listed in the Land Development Regulations of the City Code and transmits a recommendation on historic designation to the Planning Board and City Commission. If the Historic Preservation Board votes against the designation, no further action is required. If the Historic Preservation Board votes in favor of designation, the Planning Board reviews the designation report and formulates its own recommendation. The recommendations of both Boards, along with the designation report, are presented to the City Commission. Because in this instance the proposed ordinance involves an area <u>less</u> than ten (10) contiguous acres, the City Commission must hold one public hearing on the designation. Upon conclusion of the hearing, the City Commission can immediately adopt the ordinance with a 5/7 majority vote.

RELATION TO ORDINANCE CRITERIA

- In accordance with Section 118-592 in the Land Development Regulations of the City Code, eligibility for designation is determined on the basis of compliance with the listed criteria set forth below.
 - (a) The Historic Preservation Board shall have the authority to recommend that properties be designated as historic buildings, historic structures, historic improvements, historic landscape features, historic interiors (architecturally significant public portions only), historic sites or historic districts if they are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the city, the county, state or nation. Such properties shall possess integrity of location, design, setting, materials, workmanship, feeling or association and meet at least one of the following criteria:
 - (1) Association with events that have made a significant contribution to the history of the city, the county, state or nation;
 - (2) Association with the lives of persons significant in the city's past history;
 - (3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction:
 - (4) Possesses high artistic values;
 - (5) Represent the work of a master, serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;
 - (6) Have yielded, or are likely to yield information important in prehistory or history;
 - (7) Be listed in the National Register of Historic Places;
 - (8) Consist of a geographically definable area that possesses a significant concentration of sites, buildings or structures united by

historically significant past events or aesthetically by plan or physical development, whose components may lack individual distinction.

- (b) A building, structure (including the public portions of the interior), improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.
- 2. The proposed 1700 Alton Road Historic Site is eligible for historic designation as it complies with the criteria as specified in Section 118-592 in the Land Development Regulations of the City Code outlined above.
 - (a) The Property is eligible for historic designation and in conformance with the designation criteria for the following reasons:
 - (1) Association with events that have made a significant contribution to the history of the city, the County, state or nation:

The property was designed by noted local Architect Martin Luther Hampton in 1922 in Miami Beach. Designed in the Mediterranean architectural style, this was the second tallest high-rise hotel building constructed in the City in 1922.

The Building card lists two names for the building in 1922 - the Mayflower Hotel and the Variety Hotel. However in the Polk's Business Directory for 1924 and 1925 the building is listed as the Marlborough Hotel. In the 1926 and 1927 editions of the Polk's Directory it is listed as the Mayflower Hotel.

When constructed this neighborhood was a bit out of the mainstream of the city. However it was located in proximity to the Flamingo Hotel built by Carl Fisher in 1920 as well as close to the Miami Beach terminus of the Collins Bridge, the original vehicular connection to Miami. It was also located near to the future western end of Lincoln Road, although most development at that time on the Road was concentrated towards the eastern end.

By the 1930's this section of Alton Road was developing into one of the major commercial thoroughfares in the City. The corner of Alton and Lincoln Roads - one block to the south of 1700 Alton - was an important corner housing the 3-story Altonia Hotel at the SE corner and the Mlami Beach First National Bank at the NE corner.

One of the city's earliest grocery stores - the Walker-Skagseth grocery store was located on the SE corner of 17th & Alton in a building from the 1920's and which still

currently exists and has been renovated as a bank. And the 1950's saw the relocation of the Epicure grocery store from its previous location on Washington Avenue to 1/2 block south on Alton Road.

(2) Association with the lives of persons significant in the city's past history;

The building was designed by prominent local architect, Martin Luther Hampton.

(3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction;

This hotel building is a good example of the Spanish Mediterranean style of architecture popular in the 1920's. The relatively austere original facade treatment contains a limited number of Mediterranean style details, including an articulated corner door surround extending up to and including the corner second floor window. This more detailed door and window surround contrasts nicely with the typical simplicity of the rest of the building as seen in the historic photographs.

In addition, there were recessed arches over the first floor windows and doors at both the five-story and one-story buildings, above the fifth floor are hipped clay-tile roofs above the building parapets. The building corner rises into an abbreviated angled corner tower with a higher roof, culminated with a flagpole.

The desire to transform Miami Beach into a Mediterranean city corresponded with the ascendancy of the Mediterranean revival style in Florida. Its appearance in Florida was contemporary with the Spanish Colonial style - also popular in the early twentieth century. Spanish Mediterranean architecture was the "style of choice" for the first major boom period in Miami Beach. Its connotation of Mediterranean resort architecture, combining expressions of Italian, Moorish, North African and Southern Spanish themes, was an appropriate and commercially appealing image for the new Floridian seaside resort.

During the mid-1910's through the early1930s the style was applied to hotels, apartment buildings, commercial structures, and even modest residences. Its architectural vocabulary was characterized by stucco walls, low pitched terra cotta and historic Cuban tile roofs, arches, scrolled or tile capped parapet walls and articulated door surrounds, sometimes utilizing Spanish Baroque decorative motifs and Classical elements.

Spanish Mediterranean architecture flourished in Florida in

a between 1915 and the late 1920s.

(4) Possess high artistic values;

This building is an outstanding example of the Spanish Mediterranean style of architecture popular in the 1920's.

(5) Represent the work of a master, serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;

Martin Luther Hampton (1891 - 1950) was a noted architect working in south Florida during the 1920's. He was from South Carolina and had been educated at Columbia University in New York City. After school, he had traveled extensively in Spain (together with the Architect V. H. Nellenbogen) and became a master of the true Spanish Mediterranean style. He came to Miami in 1914 and adapted the style to the Florida landscape, designing buildings in Palm Beach and Miami as well as in Miami Beach. After serving overseas in World War I, he returned to South Florida.

(6) <u>Have yielded, or are likely to yield information important in pre-history or history;</u>

As the second tallest building in Miami Beach in 1922, this building plays an important role in developing higher-rise buildings in the early formative years of the City. By the time of this building's construction in 1922, the City of Miami Beach was barely seven years old.

At that time, this was the second tallest building in the city, after the Flamingo Hotel. Historic designation of the property and preservation of the building will ensure that the historical record remains intact.

- (7) Be listed in the National Register of Historic Places;
 Although this structure is not listed on the National
 Register of Historic Places, it appears to have clear
 potential to be determined to be eligible for inclusion within
 the adjacent Miami Beach National Register Architectural
 District.
- (8) Consist of a geographically definable area that possesses a significant concentration of sites, buildings or structures united by historically significant past events or aesthetically by plan or physical development, whose components may lack individual distinction;

Not applicable to an individual historic site designation.

(b) A building, structure (including the public` portions of the interior), improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

While several alterations have been made over the years, the building retains many of its significant architectural elements.

PLANNING BOARD REVIEW

On April 19, 2016, the Planning Board, by a vote of (7-0) transmitted the proposed designation Ordinance to the City Commission with a favorable recommendation.

ANALYSIS

In accordance with responses to all the review criteria listed in previous sections of this report, it is apparent that the building is consistent with the applicable historic designation and Planning Board review criteria. The Designation Report (Attached as Appendix "A") describes the significance of the building and of the neighborhood in which it is located.

The proposed designation of the 1700 Alton Road Historic Site will not create any negative impacts for the surrounding areas and is appropriate to protect the aesthetic, architectural, and historical importance of the neighborhood. The positive social and economic impact that preservation has had on the revitalization of Miami Beach is well known. Further, alterations are permitted to historic structures provided that the changes are found to satisfy the Certificate of Appropriateness Criteria outline in Sec. 118-563 in the City Code.

UPDATE

On May 11, 2016 the City Commission approved the Historic Site Designation Ordinance at First Reading and scheduled a Second Reading Public Hearing for June 8, 2016.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

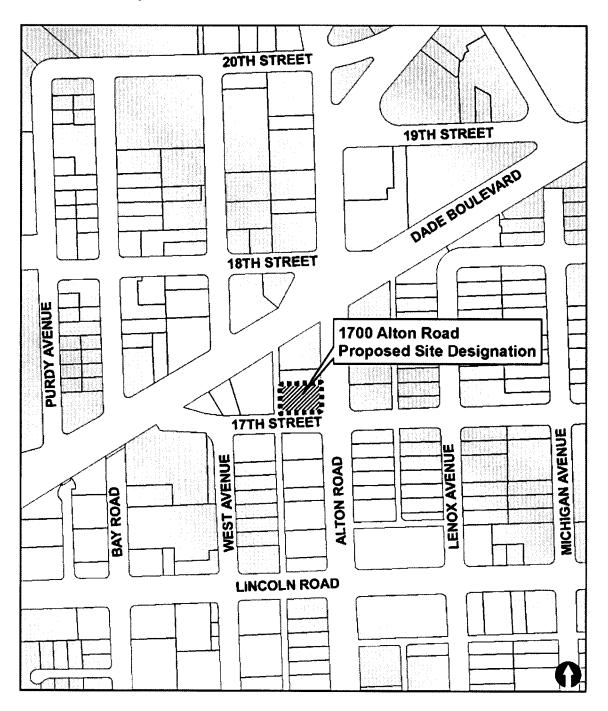
CONCLUSION

The Administration recommends that the City Commission accept the recommendation of the Historic Preservation Board and Planning Board, and adopt the Ordinance.

JLM/SMT/TRM/DJT

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Site Location Map - 1700 Alton Road



1700 ALTON ROAD - HISTORIC SITE DESIGNATION

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; BY AMENDING SECTION 118-593(E), ENTITLED "DELINEATION ON ZONING MAP" BY DESIGNATING ONE OR MORE BUILDINGS AT 1700 ALTON ROAD AS AN HISTORIC SITE TO BE KNOWN AS "1700 ALTON ROAD HISTORIC SITE," AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE 1700 ALTON ROAD AS AN HISTORIC SITE; ADOPTING THE DESIGNATION REPORT ATTACHED TO THE STAFF REPORT AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, on March 8, 2016, the City's Historic Preservation Board held a public hearing and voted unanimously (7-0) in favor of recommending that the City Commission designate 1700 Alton Road, as an Historic Site; and

WHEREAS, on April 19, 2016 the City's Planning Board held a public hearing to consider the proposed designation and voted unanimously (7-0) in favor of recommending that the City Commission designate 1700 Alton Road, as an Historic Site; and

WHEREAS, the City of Miami Beach Planning Department has recommended this amendment to the Land Development Regulations of the City Code; and

WHEREAS, these recommendations of approval for the designation of 1700 Alton Road as an Historic Site were based upon the information documented in the Designation Report prepared by the City of Miami Beach Planning Department attached hereto as Appendix "A."

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. DESIGNATION OF 36 OCEAN DRIVE AS AN HISTORIC SITE.

That the certain area located on Lots 1 & 2, Block 17, of Commercial Subdivision 1st Addition, According to the Plat Thereof, as Recorded in Plat Book 6, Page 30, of the Public Records of Miami-Dade County, Florida; and having the legal description as described herein, is hereby designated as an Historic Site of the City of Miami Beach and shall be known as "1700 Alton Road." That the Designation Report attached hereto as Appendix "A" is hereby adopted.

SECTION 2. AMENDMENT OF SUBSECTION 118-593(E).

That Subsection (e), entitled "Delineation on Zoning Map," of Section 118-593, entitled "Historic Preservation Designation," of Division 4, entitled "Designation," of Article X, entitled "Historic Preservation," of Chapter 118, entitled "Administration and Review Procedures," of Subpart B of the Land Development Regulations of the City Code is hereby amended to read as follows:

Section 118-593. Historic Preservation Designation.

* * *

- (e) Delineation on zoning map. All sites and districts designated as historic sites and districts shall be delineated on the city's zoning map, pursuant to section 142-71, as an overlay district. Such sites and districts include:
 - (1) Historic preservation sites (HPS).

* * *

O. CD-2/HPS-15: 1700 Alton Road, as more particularly described as Lots 1
 & 2, Block 17, of Commercial Subdivision 1st Addition, According to the Plat Thereof, as Recorded in Plat Book 6, Page 30, of the Public Records of Miami-Dade County, Florida.

* * *

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. AMENDMENT OF ZONING MAP.

That the Mayor and City Commission hereby amend the Zoning Map of the City of Miami Beach as contained in the Land Development Regulations of the City Code by identifying the area described herein as HPS-15, Historic Preservation Site 15.

SECTION 5. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this day of	, 2016.
	MAYOR
ATTEST:	
CITY CLERK	
	APPROVED AS TO FORM AND LANGUAGE
	& FOR EXECUTION
	5/25/16
	City Attorney Date
First Reading: May 11, 2016	WAR
Second Reading: June 8, 2016	\mathcal{N}
Verified by: W	
Thomas R. Mooney, AIOP	
Planning Director	

<u>Underscore</u> denotes new language Strikethrough denotes deleted language

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MARLBOROUGH HOTEL PHOTOGRAPH circa 1924 (23)

1700 ALTON ROAD

THE MARLBOROUGH HOTEL aka THE MAYFLOWER HOTEL aka THE VARIETY HOTEL MIAMI BEACH, FLORIDA 33139

HISTORIC SITE DESIGNATION REPORT

PREPARED BY:

ARTHUR MARCUS ARCHITECT 1800 NORTH ANDREWS AVENUE #7F FORT LAUDERDALE, FLORIDA 33311

www.arthurmarcus.com

tele: 305-467-6141

PREPARED FOR

AC 1700 ALTON OWNER LLC c/o Adam Verner

OCTOBER 9, 2015



HOTEL MAYFLOWER POSTCARD circa 1940 (20)

1700 ALTON ROAD

MIAMI BEACH, FLORIDA 33139

HISTORIC SITE DESIGNATION REPORT

PREPARED 81

ARTHUR MARCUS ARCHITECT 1800 NORTH ANDREWS AVENUE #7F FORT LAUDERDALE, FLORIDA 33311

www.arthurmarcus.com

tele: 305-467-6141

FOR THE

CITY of MIAMI BEACH HISTORIC PRESERVATION BOARD CITY of MIAMI BEACH PLANNING BOARD CITY of MIAMI BEACH COMMISSION

PREPARED FOR:

AC 1700 ALTON OWNER LLC c/o Adam Verner 320 Fifth Avenue, Suite 800 New York, New York 10001

OCTOBER 9, 2015

1700 ALTON ROAD



HOTEL VARIETY POSTCARD circa 1950's (23)

TABLE of CONTENTS

1.	DESIGNATION REQUEST + PROCESS	4
2.	RELATION TO ORDINANCE CRITERIA	5
4.	GENERAL DESCRIPTION OF BOUNDARIES	15
5.	GENERAL DESCRIPTION OF SITE IN CURRENT CONDITION	16
6.	PRESENT OWNERS	16
7.	PRESENT USE	16
8.	PRESENT ZONING	17
9.	HISTORICAL BACKGROUND	17
10.	ARCHITECTURAL BACKGROUND	19
11.	PLANNING CONTEXT	21
12.	BIBLIOGRAPHY	22
13.	EXHIBITS	23

I. DESIGNATION REQUEST

The applicant AC 1700 ALTON OWNER LLC requests the designation as an individual historic site of the property containing a five story hotel building located at 1700 Alton Road (the "Property") and amendment of the Land Development Regulations and Zoning Map of the City of Miami Beach (the "City") to reflect historic designation. See Exhibit A - Location Map.

II. DESIGNATION PROCESS

The process of historic designation is delineated in sections 118-591 through 118-593 in sub-part B of the Land development Regulations of the City Code (Chapter 118, Article X, Division 4) An outline of the process is delineated below:

Step One: A request for designation is made either by the City

Commission, The Historic Preservation Board, other agencies and organizations as listed in the Land Development Regulations of the City Code, or the property owners involved. Proposals for designation shall include a completed application for the Planning

Department.

Step Two: The Planning department prepares a preliminary

evaluation report with recommendations for

consideration by the Board.

Step Three: The Historic Preservation Board considers the

preliminary evaluation to determine if proceeding with a

designation report is warranted.

The designation report is an historical and architectural analysis of the proposed district or site. The report:

- describes the historic, architectural and/or archeological significance of the property or subject area proposed for Historical Site or District designation.
- 2) recommends Evaluation Guidelines to be used by the Board to evaluate the appropriateness and compatibility of the proposed Developments affecting the designated Site or District, and

 will serve as an attachment to the Land Development Regulations of the City Code.

Step Four:

The Designation Report is presented to the Historic Preservation Board at a public hearing. If the Historic Preservation Board determines that the proposed site or district satisfies the requirements for designation as set forth in the Land development regulations of the City Code, The Historic Preservation Board transmits a recommendation in favor designation to the Planning Board and City Commission.

Step Five:

The Planning Board will hold a public hearing the proposed designation, and shall consider the proposed historic designation as an amendment to the Land Development Regulations of the City Code and, subsequently, transmit its recommendation to the City Commission.

Step Five:

The Planning Board will hold a public hearing on the proposed designation, and shall consider the proposed historic designation as an amendment to the Land development regulations of the City Code and, subsequently, transmit its recommendation to the City Commission.

Step Six:

The City Commission may adopt an amendment to the Land Development Regulations of the City Code which thereby designates the historic Preservation site or Historic District after (1) public hearing for a parcel of land less than 10 contiguous acres or after (2) public hearings for a parcel of land which is more than (10) contiguous acres.

III RELATION TO ORDINANCE CRITERIA

- 1. In accordance with section 118-592 in the Land Development Regulations of the City Code, eligibility for designation is determined on the basis of compliance with the listed criteria set forth below.
 - (a) The Historic Preservation Board shall have the authority to recommend that properties be designated as historic buildings, historic structures, historic improvements, historic landscape features, historic interiors

(architecturally significant public portions only), historic sites or historic districts if they are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the city, the county, state or nation. Such properties shall possess an integrity of location, design, setting, materials, workmanship, feeling or association and meet at least one (1)of the following criteria:

- (1) Association with events that have made a significant contribution to the history of the city, the county, state or nation;
- (2) Association with the lives of persons significant in the city's past history;
- (3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction;
- (4) Possess high artistic values;
- (5) Represent the work of a master, serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage
- (6) Have yielded, or are likely to yield information important in pre-history or history;
- (7) Be listed in the National Register of Historic Places
- (8) Consist of a geographically definable area that possesses a significant concentration of site, buildings or structures united by historically significant past enter or aesthetically by plan or physical development, whose components may lack individual distinction.
- (b) A building, structure (including the public portions of the interior improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

- 2. The property is eligible for designation as an historic site as it complies with the criteria as specified in Section 118-592 in the Land Development Regulations of the City Code outlined above.
 - (a) The Property is eligible for historic designation and in conformance with the designation criteria for the following reasons:
 - (1) Association with events that have made a significant contribution to the history of the city, county, state or nation.

The property was designed by noted local Architect Martin Luther Hampton in 1922 in Miami Beach. Designed in the Mediterranean architectural style, this was the second tallest high-rise hotel building constructed in the City in 1922.

The Building card lists two names for the building in 1922 - the Mayflower Hotel and the Variety Hotel. However in the Polk's Business Directory for 1924 and 1925 the building is listed as the Marlborough Hotel. In the 1926 and 1927 editions of the Polk's Directory it is listed as the Mayflower Hotel.

When constructed this neighborhood was a bit out of the mainstream of the city. However it was located in proximity to the Flamingo Hotel built by Carl Fisher in 1920 as well as close to the Miami Beach terminus of the Collins Bridge, the original vehicular connection to Miami. It was also located near to the future western end of Lincoln Road, although most development at that time on the Road was concentrated towards the eastern end.

By the 1930's this section of Alton Road was developing into one of the major commercial thoroughfares in the City. The corner of Alton and Lincoln Roads - one block to the south of 1700 Alton - was an important corner housing the 3-story Altonia Hotel at the SE corner and the Mlami Beach First National Bank at the NE corner.

One of the city's earliest grocery stores - the Walker-Skagseth grocery store was located on the SE corner of 17th & Alton in a building from the 1920's and which still currently exists and has been renovated as a bank. And the 1950's saw the relocation of the Epicure grocery store from its previous location on Washington Avenue to 1/2 block south on Alton Road.

(2) <u>Association with the lives of persons significant in the city's past history</u>:

The building was designed by Martin Luther Hampton Architect, of whom more is written in section (5)

(3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction:

DISTINCTIVE CHARACTERISTICS This hotel building is a good example of the Spanish Meiterrranean style of architecture popular in the 1920's.

The relatively austere original facade treatment contains a limited number of Mediterranean style details, including an articulated corner door surround extending up to and including the corner second floor window. This more detailed door and window surround contrasts nicely with the typical simplicity of the rest of the building as seen in the historic photographs..

In addition there were recessed arches over the first floor windows and doors at both the five story and one story buildings, Above the fifth floor are hipped clay-tile roofs above the building parapets.

The building corner rises into an abbreviated angled corner tower with a higher roof, culminated with a flagpole.

The desire to transform Miami Beach into a Mediterranean city corresponded with the ascendancy of the Mediterranean revival style in Florida. ...It's appearance in Florida was contemporary with the Spanish Colonial style - also popular in the early twentieth century

Spanish Mediterranean architecture was the "style of choice" for the first major boom period in Miami Beach. Its connotation of Mediterranean resort architecture, combining expressions of Italian, Moorish, North African and Southern Spanish themes, was found to be an appropriate and commercially appealing image for the new Floridian seaside resort.

During the mid 1910's through the early1930s the style was applied to hotels, apartment buildings, commercial structures, and even modest residences. Its architectural vocabulary was characterized by stucco walls, low pitched terra cotta and historic Cuban tile roofs, arches, scrolled or tile capped parapet walls and articulated door surrounds, sometimes utilizing Spanish Baroque decorative motifs and Classical elements. Featured detailing was occasionally executed in keystone.

Spanish Mediterranean architecture flourished in Florida in a compressed time period, starting in 1917 when Pittsburgh architect Richard Kiehnel (1870-1944) began designing...Kiehnel was working on El Jardin in Miami (Coconut Grove) the architect Addison Mizner (1872-1933) was designing the Everglades Club in Palm Beach.. A decade and a half later most architects had turned their eyes to what we now call Art Deco..

METHOD of CONSTRUCTION

At the time of its construction in 1922 - 1700 Alton Road (5 stories) was the second tallest structure in the City. it was one of a select group of early high-rise hotels and apartment houses in Miami Beach. In 1922 the only other taller high-rise building in the City was the recently constructed 11-story Flamingo Hotel which had opened on January 1, 1921.

Other notable high-rises built in Miami Beach in the 1920's and designed in the Mediterranean style were constructed AFTER 1700 Alton Road - as follows:

Pancoast Hotel - 1923 - 7 stories Martin L. Hampton Architect

William Penn Hotel - 1924 - 4 stories Harvey & Clarke Architects

Helene Hotel - 1924 - 8 stories Martin L. Hampton Architect

Nautilus Hotel - 1924 - 6 stories Schulze & Weaver Architects

Van Dyke aka Fisher Office Building - 1924 - 7 stories August Geiger Architect

Roney Plaza Hotel - 1925 - 9 stories Schulze & Weaver Architects

Fleetwood Hotel - 1925 - 15 stories Frank V. Newell Architect

Floridian Hotel - 1925 - 10 stories Samuel D. Butterworth Architect

Boulevard Hotel - 1926 - 8 stories William F. Brown Architect

Old Miami Beach City Hall - 1927

Martin L. Hampton Architect

Blackstone Hotel - 1929
B. Kingston Hall Architect

(4) <u>Possess high artistic values</u>:

As originally designed this building is a good example of the Spanish / Mediterranean architecture of the 1920's.

In some of these historic photographs the awnings resemble then contemporary views of the Flamingo Hotel, which located two blocks to the south. The Flamingo would have been quite visible from 1700 Alton Road at that time.

It is likely that the original building awnings did not survive the 1926 hurricane and thus were never restored to the building.

(5) Represent the work of a master, serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage

'MARTIN HAMPTON ARCHITECT (1891 - 1950) was a noted architect working in south Florida during the 1920's. He was from South Carolina and had been educated at Columbia University in New York City.

After school he had traveled extensively in Spain (together with the Architect V. H. Nellenbogen) and became a master of the true Spanish /Mediterranean style.

He came to Miami in 1914 and adapted the style to the Florida landscape, designing buildings in Palm Beach and Mlami as well as in Miami Beach. After serving overseas in World War I he returned to south Florida.

A rendering of the Roman Pools on Twenty-Third Street in Miami Beach, signed "M. Luther Hampton 1917" also indicates that, as one of his first projects, he remodeled the earlier bathhouse there for Carl Fisher.' (1)

"Hampton had worked with Addison Mizner in Palm Beach during the fist few years of Palm Beach's emergence and then spread the Spanish / Mediterranean architectural style in almost missionary fashion." (7) 'In 1921 Hampton and H. George Fink went to work on George Merrick's Coral Gables development as its first two architects, but Hampton continued to design in Miami Beach, Miami and Palm Beach as well.

In 1922, Hampton remodeled Fink's 1919 Bay Shore Golf Clubhouse in Miami Beach, enlarging it and adding two domes to the roof. This clubhouse was demolished in 1954.' (1) Many of his buildings are listed on the National Register of Historic Places.

MARTIN LUTHER HAMPTON ARCHITECT REPRESENTATIVE PROJECTS INCLUDE:

- * 1700 Alton Road 1922
- * Pancoast Hotel, Miami Beach (demolished)
- * Community Theater on Lincoln Road (1923) (demolished)
- * Good Hotel on the ocean, Miami Beach
- * Sheridan Theater (1937) (demolished)
- * Hampton Court Apts at 2800 Collins Ave (1924)
- * Hampton Hotel at 940 Lincoln Road (1926)
- * Residence at 1820 West 25th Street
- * La Corona 2814 Collins Avenue 1924
- * Helene Apartments 15th Street between Michigan and Lenox Avenues Miami Beach 1921-1973
- * Ocean Spray Hotel 4130 Collins Avenue 1937
- * Congress Building 111 N. E. 2nd Avenue 1923
- * Beach Mansions 2939 Indian Creek Drive
- * Old Miami Beach City Hall on Washington Ave. 1927

(6) <u>Have yielded, or are likely to yield information</u> <u>important in pre-history or history;</u>

As the second tallest building in Miami Beach in 1922, this building plays an important role in developing higher-rise buildings in the early formative years of the City. By the time of this building's construction in 1922 the City of Miami Beach was barely seven years old.

At that time this was the second tallest building in the city, after the Flamingo Hotel. Historic designation of the property and preservation of the building will ensure that the historical record remains intact.

"The city was on the edge of greatness, with much emphasis being put on becoming the country's greatest winter resort." (4)

To better understand the significance of this building, one must place the building into context with what was happening elsewhere in Miami Beach - at that time. The City's recent accomplishments by 1922 included the following:

- * In January, 1920 the first census reported the population had increased to 644 people. (2)
- * 'During the year 1920 the seams (of the City) were bursting loose. The City continued to grow greatly through the Roaring Twenties.'(2)
- * The new county causeway connecting Miami and Miami Beach opened on February 17, 1920. ...
- * The first electric trolley system opened on December 8, 1920 also connecting Miami Beach to Miami and providing local service with 13 stops within Miami Beach. (6)
- * The first automatic telephone system was installed (in 1920) and a Western Union Telegraph Office opened in the little city. (4)

- * The first religious institution which has now grown into the Miami Beach Community Church on Lincoln Road) held its first religious service in the unfinished structure on March 14, 1920. (3
- * Joe Weiss,...opened his own restaurant called Joe's in 1920 with his wife Jennie. This restaurant would become famous as Joe's Stone Crab Restaurant..(4)
 - * As 1920 had begun Miami Beach only had a few small hotel and apartment houses. (2) In 1920 the first major luxury hotel The Flamingo was constructed along Biscayne Bay. It rose to 11 stories and contained 200 rooms and was topped by an illuminated glass dome that could be viewed from way out in the Atlantic Ocean. The Flamingo opened officially on January 1, 1921. (5)
- (7) <u>Be listed in the National Register of</u> <u>Historic Places</u>

This significant historic structure is not located within any of the existing national or local historic districts in the City of Miami Beach.

Although the structure is not presently listed in the National Register of Historic Places, it does appear to have clear potential to be determined to be eligible for historic designation.

(8) Consist of a geographically definable area that possesses a significant concentration of site, buildings or structures united by historically significant past enter or aesthetically by plan or physical development, whose components may lack individual distinction.

Not applicable to an individual historic site designation.

(b) A building, structure (including the public portions of the interior improvement or landscape feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

While alterations have been made over the years to the building, these alterations are for the most part reversible, since the most significant architectural elements are intact and repairable. However there are no original interiors remaining.

Although the corner door and window surround which originally framed the main entrance to the hotel has long since been removed, it nonetheless can be re-created. However since it is difficult to determine the exact original designs of this door surround from the historic photographs, an approximation of their design will need be accommodated.

The formerly existing recessed arches above the first floor windows and doors can also be restored. However these restored arches may not exactly align with the existing retail shop windows and doors below, based upon renovations which have taken place since 1922.

The roof tiled parapet plus the higher corner roof can also be restored along with the formerly existing flagpole.

A re-interpretation of the original awnings can also be accomplished and installed utilizing more contemporary materials and code compliant awning materials and structures.

IV. GENERAL DESCRIPTION of BOUNDARIES

The property lot size is 100'-0" x 150'-0" located on the northwest corner of 17th Street and Alton Road in the City of Miami Beach.

Folio Number: 02-3234-017-0010

Legal Description: Ocean Beach Fla Sub PB-38; Lot 4 Blk 1

Owner: AC 1700 ALTON OWNER LLC c/o Adam Verner

Sub-Division: Commercial Sub 1st Addition

Lot Size: 15,000 SF

Year Built: 1922

V. GENERAL DESCRIPTION OF THE SITE IN CURRENT CONDITION

The Property contains a five story structure covering almost all of the property which is located on the northwest corner of 17th Street and Alton Road in Miami Beach. There is a secondary one-story retail structure located to the north of the five story portion along Alton Road. The property currently contains 68 living units plus retail and restaurant on the first floor and is currently zoned as CD-2.

Formerly existing building decoration has been removed through renovations completed over the years. This includes the corner entrance door and window decorative surrounds plus the arches which formerly existed above the first floor windows and doors on both elevations.

The roofline is notable for the two rows of continuous spanish tile interrupted by the higher corner tower which is also topped with a spanish tile roof..

VI. PRESENT OWNERS

The present Owner of the Property is the Applicant:

AC 1700 ALTON OWNER LLC c/o Adam Verner

who have owned this property since May 20, 2015

VII. PRESENT USE

The original five story hotel building still exists in its essential original form, although some renovations over the years have removed selected historic details. The building has now been converted into 50% residential rental apartments and 50% hotel use on floors 2 through 5. The first floor has been converted for rental retail and restaurant use.

The secondary single story retail building along Alton Road continues to house retail and restaurant uses. According to the Building Card four new stores were constructed on Lot 2 in 1952 after the then existing stores were demolished - also in 1952.

The original corner hotel entrance was changed many years ago and is now located along the 17th Street elevation. The former corner entrance is now the entrance to a retail space.

VIII. PRESENT ZONING

Zoning Classification for this property is: C-PS1- City of Miami Beach

IX. HISTORICAL BACKGROUND

"...as late as 1917, Miami Beach was described as a wilderness. It was a subtropical barrier island comprising three interrelated ecosystems; a beach along the Atlantic ocean-front that merged with the dunes and the remnants of earlier coconut tree plantings; a low scrub forest in the interior; and a belt of mangroves facing Biscayne Bay on its west side." (8)

"By the time the town of Miami Beach was incorporated in 1915, there were three major developers here: the Lummus Brothers at the south end of the peninsula up to about Fifteenth Street; the Collins-Pancoast family north of Nineteenth Street; and Carl Fisher who started with the land in between." (9)

The property at 1700 Alton Road was part of this original land development of Carl Fisher, which stretched from Ocean to Bay and from 15th Street to 19th Street. Lincoln Road was situated across the middle of Fisher's land. "His Alton Beach Realty Company platted it on January 15, 1914 and Fisher laid out Lincoln Road from east to west (ocean to bay) through the center of it." (10)

Until the County Causeway (MacArthur Causeway) was opened in 1920 the only vehicular route to Miami Beach was via the Collins Bridge. The future site of 1700 Alton Road in 1922 was strategically situated at the Miami Beach entrance to the Collins Bridge.

In his development "Fisher was after the new young lions of American industry.." (11) "...Within a decade (after beginning work) Lincoln Road became the cultural and commercial center of Miami Beach.." (12) And 1700 Alton Road was superbly situated to take advantage of its closeness to Lincoln Road.

The end of World War I also spurred development since construction materials might now be more easily obtained. "By 1921 Miami Beach was experiencing a mini-boom. With each day therefore new announcements of record building permits, of new residents and distinguished visitors." (12)

"In 1922 Mlami Beach was growing rapidly. Yet for all the estates being built, as well as apartment houses, cottages and hotels, Miami Beach still retained much of its agricultural roots. In 1922 Miami Beach claimed the largest avocado and mango grove in the world." (13)

"By mid-1922 building records were being shattered. Already additions were being built to the Flamingo and Wofford Hotels." (14)

"When determining where to build his latest hotel, Fisher again chose the bay side of Miami Beach. it was his idea to build hotels in places that were unlikely to be developed. The oceanside was seen as prime land for estates. And as part of his thinking, Fisher wanted hotels on the bay side because that was where he was conducting his huge boat races and polo matches. The Flamingo, at 15th Street, was at the southern edge of his racing courses: the Nautilus, just above 41st Street, would be on the northern leg." (15)

The location of the new Mayflower Hoel in 1922 just two blocks north of the Flamingo was certainly meant to capitalize upon this west side location which also offered easy proximity to Lincoln Road as well as being located at the western terminus of the Collins Bridge to Miami.

"The rush of progress in 1923 was just the tip of the Boom. What followed in 1924 and 1925 was overwhelming, not only in Miami Beach but throughout the southern half of the state. Miami was transformed from a sleepy little town on the edge of Biscayne Bay into a Magic City of modest skyscrapers and legendary real estate profits.." (16)

"So fast was Miami Beach developing than what was relatively new outlived its usefulness quickly." (17) True even to today.

"The Collins bridge, the link that opened Miami Beach to development, had become a relic in just a dozen years...(17) Partly due to the lack of permanence of a wooden structured bridge and partly due to the susceptibility of the wood pilings to worms and other invasive species.

"The Bay Biscayne Improvement Company, which was building the Venetian Islands, purchased the bridge from the Collins/Pancoast interests and announced plans to construct a new one in its place, a series of 12 concrete bridges linking the islands, the mainland and Miami Beach. By March (1925) Collins' wooden bridge was being dismantled. The (new) Venetian Way opened on February 28, 1926." (17)

Along with all of this construction and development was a rampant speculation in the price of land. Business and development was beginning to fall off slightly - just in advance of the hurricane of 1926 which changed everything. Following is an excerpt of a personal account from the Miami Tribune about impressions of Miami Beach after the great hurricane:

"My first view of the storm's ravages at America's Playground brought tears to my eyes. Beautiful Belle Island is prostate...All royal palms are down. The Bay Front from the causeway to Carl Fisher's Flamingo hotel is star naked...The canal from Belle Isle to Meridian Avenue is half full of wreckage from the Mayflower Hotel.. The glass down is gone from the Flamingo...Not an apartment block, hotel or storage on South Beach escaped the ravages of the storm." (18)

A number of factors led to the decline in the coming years of any advantages formerly attached to the location of 1700 Alton Road.

- * The new Venetian Way became more of the slower, local neighborhood road as most traffic now entered Miami Beach via the newer County (MacArthur) Causeway which entered the Beach at 5th Street.
- * In the 1950's the Flamingo Hotel was demolished and replaced by Morton Towers apartment community. This reflected changes over the years to this west side community. Single family homes and estates were replaced by multi-family apartments and condominium buildings. By the 1950's the center of the hotel industry in Miami Beach had shifted to mid-beach.
- * The great hurricane of 1926 changed everything in Miami Beach and is likely the reason for the disappearance of awnings on the building. In all historic photographs ever since of 1700 Alton Road the only awnings are those on the first floor at the retail stores.
- * Today this has again become a prime location. In addition to the easy access to Lincoln Road and the Venetian Causeway, the re-development of the area is expanding to include properties on the east side of Alton Road between 15th and 17th Streets. And the new West Avenue Bridge should soon be under construction.

X. ARCHITECTURAL BACKGROUND

The structure located at 1700 Alton Road in Miami Beach was designed by the noted architect Martin Luther Hampton. It was built in 1922 and is an excellent example of early 1920's Spanish-Mediterranean hotel architecture. It is composed of two parts: a five story hotel and retail building located on the northwest corner of 17th & Alton plus a one story retail building facing Alton Road.

In 1922 this was the second tallest building in Miami Beach. This is likely the oldest surviving mid-rise hotel building designed in this style remaining in the City in its almost original condition, and as such is quite unique..

From original postcards and photographs of the building in the early 1920's - the building presents a rather typically plain facade contrasting with the original more elaborate two-story entrance corner accent surround. With its relatively simple elevations the building itself is a rather modest yet important example of the Spanish / Mediterranean style.

The height of the building is noted as being 56'-0" on the Building Card. The original General Contractor was P. J. Davis, who was a noted contractor in Miami Beach during the 1920's. The building is also noted as having been constructed with 'hollow tile and concrete' and with a concrete roof. The foundations are set on pilings.

In 1952 - it is noted on the Building Card - of 'Wrecking Old Stores 50' back from lot line and the construction of four new stores on Lot 2; remodeling for 5 new stores and 2 offices and new lobby in Hotel building with a new patio. The Architect for these renovations and additions was T. Hunter Henderson, a noted local architect the time. This was likely the time when the entrance to the Hotel was changed from the corner to the middle of the 17th street elevation in order o provide additional retail space fronting Alton Road..

From approximately 1953 through 1974 the name of the building is referred to as the Variety Hotel on the Building Card.

SPANISH / MEDITERRANEAN STYLE ca. mid 1910s - early 1930 "The desire to transform Miami Beach into a Mediterranean city corresponded with the ascendancy of the Mediterranean revival style in Florida. ...It's appearance in Florida was contemporary with the Spanish Colonial style popular in the early twentieth century and evoked notably at San Diego's 1915 Panama-California exposition. "(19)

"Architects and developers working in Florida were quick to see the value of imposing the template of a stylistically unified and regionally appropriate civic art into its growing new cities. The Mediterranean Revival defined the style of the 1920's in Miami Beach, and because it also embodied new planning paradigms, set the stage for the modern city of the next decade." (18)

Spanish Mediterranean architecture was the "style of choice" for the first major boom period in Miami Beach. Its connotation of Mediterranean resort architecture, combining expressions of Italian, Moorish, North African and Southern Spanish themes, was found to be an appropriate and commercially appealing image for the new Floridian seaside resort.

During the mid-1910s through the early 1930s the style was applied to hotels, apartment buildings, commercial structures, and residences. Its architectural vocabulary was characterized by stucco walls, low pitched terra cotta and historic Cuban tile roofs, arches, scrolled or tile capped parapet walls and

1700 ALTON ROAD

articulated door surrounds, sometimes utilizing Spanish Baroque decorative motifs and Classical elements. Featured detailing was occasionally executed in keystone.

Application of the architectural vocabulary in Miami Beach ranged from sparing to modestly exuberant, and building massing varied from simple rectangular form to stepped massing with recessed wall planes and tower-like comer features. Wooden casement or double hung windows of several configurations provided additional detail to the facades.

"It was intended largely, to look Spanish, but it wasn't Spanish; it was a composite of Spanish Renaissance, Andalusian Moorish, Tuscan, Venetian, and Roman architectural elements, with allusions to classical Greece, Baroque France and virtually any other place or era that seemed to fit." (3)

"Mediterranean Revival architecture flourished in Florida in a compressed time period, starting in 1917 when Pittsburgh architect Richard Kiehnel (1870-1944) began designing...Kiehnel was working on El Jardin in Miami (Coconut Grove) the architect Addison Mizner (1872-1933) was designing the Everglades Club in Palm Beach.. A decade and a half later most architects had turned their eyes to what we now call Art Deco.." (4)

XI. PLANNING CONTEXT

Cities evolve and change over time due to an array of circumstances. Historic Site designation will aid in the achievement of preserving the character and architectural integrity of historic buildings for future generations, and will help to protect historic buildings, streetscape and open space from inappropriate or undesirable alterations. The review and approval of projects for historic sites under the City's Design Guidelines and the Historic Preservation Ordinance will ensure smart development which is sensitive to the unique aesthetic character of the sites and respectful of their early origins.

MIAMIBEACH

NOTICE OF PUBLIC HEARINGS CITY OF MIAMI BEACH

3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, JUNE 8, 2016 be heard, to consider:

In The Ordinance, Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached To The Staff Report As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code; For Repealer; Severability, And An Effective Date, This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning Map" By Designating One Or More Buildings At 1700 Alton Road As An Historic Site To Be Known As "1700 Alton Road Historic Site," As More Particularly Described

And Providing For Cost Recovery From The Applicant; Providing For Codification; Repealer; Severability, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010. Control Line (CCCL), Consistent With The Requirements Of Section 161.053, Florida Statutes And Rule 628-33, Florida Administrative Code; Providing For Final Approval From The City Prior To The Placement Of Any Sand Or Fill East Of The Coastal Construction Control Line And Including Provision That The City's Approval An Ordinance Amending Chapter 82, "Public Property," Article V, "Beaches," Creating Division 3, "Beach And Sand Quality," At Sections 82-472 Through 82-478, Ensuring The Preservation And Enhancement Of The Quality Of The City's Beaches By Requiring Testing Of Sand Or Fill Placed East Of The Coastal Construction Shall Be Contingent On The Applicant Obtaining A Letter Of No Objection From Miami-Dade County Division Of Environmental Resources Management (DERM),

And Committees," By Amending Division 16, Entitled "Reserved," To Create A Miami Beach Youth Commission, And Amending Sections 2-186 – 2-189 Thereof, Entitled "Reserved," To Establish And Set Forth The Purpose, Powers, Duties, Composition, And Supporting Department For The Committee; And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards, may be directed to the Office of the City Attorney at 305.673.7470.

Orientation Or Gender Identity Change Efforts," To Prohibit Licensed Professionals From Engaging In Counseling Efforts, Practices, Or Treatments With The Goal To Change A Minor's Sexual Orientation Or Gender Identity, Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," By Creating Article VII, To Be Entitled "Sexual pursuant to Section 2.05 of the City Charter and \$166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

An Ordinance Amending Chapter 82 OfThe Code OfThe City Of Miami Beach, Entitled "Public Property," By Amending Article V, Entitled "Beaches," By Amending Division 1, Entitled "Generally," By Creating A New Section 82-443, Entitled "High Impact Events On Beach Property," To Provide The City Manager With The Authority To Impose Certain Immediate Measures For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification Of High Impact Event Measures, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and/or the Tourism, Culture & Economic Development Department at 305.673.7577.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, clo the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1" Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any FTY users may call via 711 (Florida Relay Service) Rafael E. Granado, City Clerk City of Miami Beach

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING ORDINANCE AMENDMENT 1700 ALTON ROAD – HISTORIC SITE DESIGNATION

June 8, 2016

NOTICE IS HEREBY given that a second reading, public hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday**, **June 8**, **2016**, at **10:00 a.m.**, or as soon thereafter as the matter can be heard, to consider:

1700 ALTON ROAD - HISTORIC SITE DESIGNATION

An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning Map" By Designating One Or More Buildings At 1700 Alton Road As An Historic Site To Be Known As "1700 Alton Road Historic Site," As More Particularly Described In The Ordinance; Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached To The Staff Report As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code; Repealer; Severability; And An Effective Date. (Sponsored By AC 1700 Alton Owner LLC, As The Private Applicant)

Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6;TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk City of Miami Beach

Ad 1140

Condensed Title:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE V, "BEACHES", CREATING DIVISION 3, "BEACH AND SAND QUALITY," AT SECTIONS 82-472 THROUGH 82-478, ENSURING THE PRESERVATION AND ENHANCEMENT OF THE QUALITY OF THE CITY'S BEACHES BY REQUIRING TESTING OF SAND OR FILL PLACED EAST OF THE COASTAL CONSTRUCTION CONTROL LINE (CCCL), CONSISTENT WITH THE REQUIREMENTS OF SECTION 161.053, FLORIDA STATUTES AND RULE 62B-33, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR FINAL APPROVAL FROM THE CITY PRIOR TO THE PLACEMENT OF ANY SAND OR FILL EAST OF THE COASTAL CONSTRUCTION CONTROL LINE AND INCLUDING PROVISION THAT THE CITY'S APPROVAL SHALL BE CONTINGENT ON THE APPLICANT OBTAINING A LETTER OF NO OBJECTION FROM MIAMI-DADE COUNTY DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM), AND PROVIDING FOR COST RECOVERY FROM THE APPLICANT: PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

Ke	y In	tende	ed Ou	ıtcome	Sup	ро	rted	l:

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

The proposed Beach Sand Quality Ordinance sets forth requirements for the physical characteristics and chemical composition of the sand to be placed east of the Coastal Construction Control Line (CCCL). The proposed ordinance requires the developer to pay for the cost of the testing, as well as the cost for the City to conduct appropriate oversight over the sand transfer-related activities. The administration recommends that the City Commission approve the ordinance to require that excavation and placement of sand seaward of the CCCL comply with the protocols related to the chemical composition and obtain a soil classification letter and letter of no objection from Miami-Dade County Division of Environmental Resources Management (DERM) with respect to the excavated sand and the proposed reuse.

The Administration recommends that the City Commission adopt the Ordinance on second reading, public hearing.

Advisory Board Recommendation:

Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
	3		
OBPI	Total		
Financial Imp	act Summa	ry:	

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton, Director x 6121

Sian-Offs:

gn-Offs:	\sim	/1
Department Director	Assistant City Manager	City Manager
ESW	SMTX///////	JLM 1M

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO #

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales

DATE: June 8, 2016

SECOND READING - PUBLIC HEARING

SUBJECT: AN ORDINANCE AMENDING CHAPTER 82. "PUBLIC PROPERTY," ARTICLE V, LBEACHES," CREATING DIVISION 3, "BEACH AND SAND QUALITY," AT SECTIONS 82-472 THROUGH 82-478, ENSURING THE PRESERVATION AND ENHANCEMENT OF THE QUALITY OF THE CITY'S BEACHES BY REQUIRING TESTING OF SAND OR FILL PLACED EAST OF THE COASTAL CONSTRUCTION CONTROL LINE (CCCL), CONSISTENT WITH THE REQUIREMENTS OF SECTION 161.053, FLORIDA STATUTES AND RULE 62B-33, FLORIDA ADMINISTRATIVE CODE: PROVIDING FOR FINAL APPROVAL FROM THE CITY PRIOR TO THE PLACEMENT OF ANY SAND OR FILL EAST OF THE COASTAL CONSTRUCTION CONTROL LINE AND INCLUDING PROVISION THAT THE CITY'S APPROVAL SHALL BE CONTINGENT ON THE APPLICANT OBTAINING A LETTER OF NO OBJECTION FROM MIAMI-DADE COUNTY DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM), AND PROVIDING FOR COST RECOVERY FROM THE APPLICANT: PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

The Coastal Construction Control Line (CCCL) Program was established to protect the coastal system from improperly sited and designed structures, which can destabilize or destroy the beach and dune system. The Florida Department of Environmental Protection (FDEP) regulates all construction activities east of the CCCL. Chapter 62B-33, Florida Administrative Code requires that all excavated material east of the CCCL be retained onsite or within the larger coastal cell.

In recent years a number of beachfront developments in Miami-Dade County, have had excess sand material that the FDEP has permitted to be placed east of the ECL, on state lands. There

are a number of areas in Miami Beach that are critically eroded and can benefit from additional sand being placed to mitigate these erosional impacts.

The Chateau Ocean excavated approximately 20,000 cubic yards of sand that the State permitted to be placed east of the ECL. In April 2015, this material was placed in the vicinity of 53rd Street to 58th Street to mitigate the erosion in this area. However, once the material had been placed on the beach, construction debris, nails, concrete, and glass were discovered.

The Town of Surfside, which has also faced these same issues, worked with the Florida Department of Environmental Protection, to draft an ordinance that provides safeguards to ensure the quality of the material, and also ensures that the beaches within the Town's jurisdiction remain nourished to ensure the protection of the coastline.

ANALYSIS

The City of Miami Beach has the authority to promulgate setbacks, building codes and land development regulations stricter than the State's requirements. The proposed Beach Sand Quality Ordinance sets forth requirements for the physical characteristics and chemical composition of the sand to be placed east of the CCCL.

The proposed ordinance requires the developer to pay for the cost of the testing, as well as the cost for the City to conduct appropriate oversight over the sand transfer-related activities.

The administration recommends that the City Commission approve the ordinance to require that excavation and placement of sand seaward of the CCCL comply with the protocols related to the chemical composition and obtain a soil classification letter and letter of no objection from Miami-Dade County Division of Environmental Resources Management (DERM) with respect to the excavated sand and the proposed reuse.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City, and the ordinance includes a cost recovery provision from the developer for all testing required to ensure the safety of the sand.

CONCLUSION

The Administration recommends that the City Commission adopt the Ordinance on second reading, public hearing.

JW JIM/SMT/ESW

Beach and Sand Quality

ORDINANCE NO.	
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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82. "PUBLIC ARTICLE V, "BEACHES", CREATING DIVISION 3. PROPERTY," "BEACH AND SAND QUALITY." AT SECTIONS 82-472 THROUGH 82-478, ENSURING THE PRESERVATION AND ENHANCEMENT OF THE QUALITY OF THE CITY'S BEACHES BY REQUIRING TESTING OF SAND OR FILL PLACED EAST OF THE COASTAL CONSTRUCTION CONTROL LINE (CCCL), CONSISTENT WITH THE REQUIREMENTS OF SECTION 161.053, FLORIDA STATUTES AND RULE 62B-33, **ADMINISTRATIVE** CODE: **PROVIDING FOR** APPROVAL FROM THE CITY PRIOR TO THE PLACEMENT OF ANY SAND OR FILL EAST OF THE COASTAL CONSTRUCTION CONTROL LINE AND INCLUDING PROVISION THAT THE CITY'S APPROVAL SHALL BE CONTINGENT ON THE APPLICANT OBTAINING A LETTER OF NO OBJECTION FROM MIAMI-DADE COUNTY DIVISION OF **ENVIRONMENTAL RESOURCES MANAGEMENT** (DERM). PROVIDING FOR COST RECOVERY FROM THE APPLICANT: PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has concerns relating to development of properties east of the Coastal Construction Control Line (CCCL), which is located approximately midway between Collins Avenue and the ocean. For those properties sand generated during development must be placed on the subject site and/or on the beach, unless specifically authorized otherwise by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, The FDEP has the power, authorized by statute and the Florida Administrative Code, to allow developers to relocate sand fill from their properties adjacent to the CCCL and to place said sand "fill" on the beach adjacent to the proposed development; and

WHEREAS, the deposit of such fill ensures that the City's beaches, a portion of which is owned by the State, do not erode over time and allows for sand to be replenished, provided, however, the fill "sand" is "clean", as defined by the State; and

WHEREAS, prior to any such fill being placed on any beach, the adjacent municipality is provided the opportunity to object or not object to the fill being placed on the adjacent beach; and

WHEREAS, the state may not provide sufficient safeguards to ensure that the fill sand is of the quality that the City demands; and

WHEREAS, the Town of Surfside, has worked with the FDEP, in order to draft an ordinance that provides the municipality the safeguards to ensure that only clean fill sand is placed on the beaches within the City's jurisdiction, to ensure that the beaches within the City's jurisdiction remain nourished, and to ensure the protection of our coastline; and

WHEREAS, the City of Miami Beach desires to adopt a similar ordinance to that of the Town of Surfside to ensure that the quality of fill sand provided for reuse along the beach within the City meets applicable criteria, as provided by the county regulatory agency, Miami-Dade County Division of Environmental Resources Management (DERM); and

WHEREAS, the proposed regulations address the physical and chemical characteristics of sand placed on the beach as part of coastal development projects; and

WHEREAS, it is important to note that prior to implementation of the Surfside Ordinance, Surfside vetted the draft ordinance with its Sand Project Community Monitoring Committee, conducted a meeting with members of the public on January 21, 2015 to discuss the ordinance, and also received input from the Town's experts, representatives from state, county and federal agencies; and

WHEREAS, it is the State's responsibility to properly manage Florida's beaches, and to provide for beach restoration and nourishment projects to restore critically eroded beaches. Beachfront developers must submit a CCCL permit application to FDEP for review prior to excavation or construction. This ordinance would assist the City in ensuring the quality of the sand for said development projects; and

WHEREAS, the City of Miami Beach has the authority to promulgate setbacks, building codes and land development regulations that are stricter than the State's requirements; and

WHEREAS, the proposed Beach Sand Quality Ordinance sets forth requirements that exceed the current FDEP requirements for the physical characteristics and chemical composition of sand excavated east of the CCCL; and

WHEREAS, consistent with the proposed Beach Sand Quality Ordinance the Developer is responsible for the cost of testing the sand and as well as any fees associated with obtaining soil classification letter and a letter of no objection from Miami-Dade County DERM for the proposed reuse of the sand as well the costs associated with the City in conducting appropriate oversight over the sand transfer-related activities; and

WHEREAS, the City Commission desires to approve the ordinance to require the applicant to provide to the City a DERM soil classification letter and a DERM letter of no objection with respect to the quality of the sand fill, prior to the placement of any excavated sand in any area seaward of the CCCL above the mean high water line; and

WHEREAS, as DERM already has a soil classification letter and No objection letter process, DERM would be utilizing its existing procedures to ensure that the quality of the sand fill, prior to placement of sand in any area seaward of the CCCL is consistent with State law and the requirements of Chapter 24, of the Miami-Dade County Code; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. Chapter 82, "Public Property," Article V, "Beaches", creating Division 3, "Beach and sand quality," at Section 82-472 through 82-478 is hereby amended as follows:

CHAPTER 82 PUBLIC PROPERTY

DIVISION 2

SECTION 82-472-750 RESERVED.

DIVISION 3 BEACH AND SAND QUALITY

Sec. 82-472. Beach sand quality. Added

It is hereby declared and determined that preserving and enhancing the quality of the City of Miami Beach's beaches is essential to serve and benefit the City's residents and visitors. The chemical and physical composition of beach sand must not interfere with the health, safety or welfare of the public or the environment.

Sec. 82-473. Definitions. Added

Applicant: An individual, corporation or other authorized legal entity filing an application with the Florida Department of Environmental Protection (FDEP) for a permit that requires excavation or placement of sand seaward of the Coastal Construction Control Line.

Beach: City definition is consistent with Section 161.54(3), Florida Statutes, which defines "Beach" as meaning "the zone of unconsolidated material that extends landward from the mean low-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach" is alternatively termed "shore."

<u>Beach nourishment:</u> The maintenance of a restored beach by the replacement of sand to mitigate erosion, often referred to as "beach renourishment."

<u>Beach restoration:</u> The placement of sand on an eroded beach for the purposes of restoring the beach as a recreational beach and providing storm protection for upland properties.

Coastal Construction Control Line: (CCCL) A line established by the FDEP that defines that portion of the beach-dune system which is subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions, as established pursuant to the provisions of Section 161.053, Florida Statutes.

Construction debris: The material resulting from the demolition of a structure. Construction debris shall not include such material which has been sorted, cleaned and otherwise processed such that it the sand utilized for beach restoration or beach nourishment meets the suitability criteria for armoring materials set forth under FDEP rules.

<u>Dune:</u> A mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation and is subject to fluctuations in configuration and location.

Erosion Control Line: (ECL) The line which represents the landward extent of the claims of the state in its capacity as sovereign titleholder of the submerged bottoms and shores of the Atlantic Ocean, and the bays, lagoons and other tidal reaches thereof on the date of the recording of the survey as authorized by Florida law.

Excavated sand: Naturally occurring material that is to be removed and placed pursuant to the Coastal Construction Control Line permit through the mechanical or manual removal or alteration of consolidated or unconsolidated soil or rock material from or within the beach and dune system, pursuant to Section 161.053, Florida Statutes and Rule 62B-33, Florida Administrative Code.

Florida Department of Environmental Protection (FDEP).

<u>Hardpack:</u> The sand road west of the Erosion Control Line used by public safety and other authorized vehicles.

Mean high water: The average height of the high waters over a 19-year period. For shorter periods of observation, "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. The mean high water line is the intersection of the tidal plane of mean high water with the shore.

Miami-Dade County Division of Environmental Resource Management (DERM) is the enforcement arm of Miami-Dade County, on behalf of FDEP, for Section 161.053, Florida Statues, and Rule 62B-33, Florida Administrative Code.

Renourishment sand: Replacement sand used for beach nourishment or beach restoration.

<u>Sand: Material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system.</u>

<u>Seasonal high-water line:</u> The line formed by the intersection of the rising shore and the elevation of 150 percent of the local mean tidal range above local mean high water.

Shore: See "Beach."

<u>Sec. 82-474 Testing protocols for the chemical composition of excavated sand seaward of the Coastal Construction Control Line.</u>

Prior to placing excavated sand seaward of the Coastal Construction Control Line (CCCL), the Applicant must comply with the City's "Testing Protocols for the chemical composition of excavated sand seaward of the Coastal Construction Control Line," as listed in Appendix A, and made a part of this Ordinance and obtain approval from the City. These tests may be reassessed for periodic updates and review at the discretion of the City, through Miami-Dade County Division of Environmental Resource Management (DERM). DERM already has a soil classification letter and the "Letter of No Objection" ("LONO") process, as delineated in Exhibit A.

Based upon the foregoing, DERM has existing procedures which would assist the City in ensuring that Applicants, when placing sand anywhere seaward of the CCCL, do so in a manner consistent with State law and the requirements of Chapter 24, of the Miami-Dade County Code.

APPENDIX A

<u>Testing Protocols for the Chemical Composition of Excavated Sand Seaward of the Coastal Construction Control Line (CCCL)</u>

<u>Pursuant to Section 82-474 of the City Code of Ordinances, prior to placing excavated sand seaward of the Coastal Construction Control Line, the Applicant must comply with the following protocols relating to the chemical composition of the excavated sand:</u>

- A. Obtain a soil classification letter and a letter of no objection (LONO) from DERM with respect to the excavated sand and the proposed reuse. To allow for DERM's evaluation for the purposes of soil classification and a LONO the following is required:
 - (i) A copy of a Phase 1 Environmental Site Assessment conducted for the property at which the sand fill is being generated and if applicable (based on the results of the Phase I) a copy of a Phase 2 Environmental Site Assessment. The Phase I and Phase 2 (if applicable) shall comply with ASTM standard E-1527-13 and ASTM Standard E1903-11 as may be modified from time to time, respectively and must have been completed within one year prior to the application being filed.
 - (ii) The material shall be sampled and characterized in accordance with the DERM Soil Reuse Guidelines available at http://www.miamidade.gov/environment/library/reports/rbca soil reuse.pdf.

 At a minimum (unless specifically instructed otherwise by DERM) the material shall be sampled and analyzed for the potential contaminants of concern listed below:
 - Resource Conservation and Recovery Act ("RCRA') eight (8) metals with extraction by United States Environmental Protection Agency ("USEPA") Method 3050 and analysis by USEPA Method 6010 or 200.7 (i.e., Arsenic, aluminum barium, cadmium, chromium, lead, mercury, selenium, and silver).
 - 2. Total Recoverable Petroleum Hydrocarbons (TRPH) by Florida Department of Environmental Protection (FDEP) FL-PRO method.
 - 3. Organochlorine pesticides by USEPA Method 8081.
 - 4. Polychlorinated biphenyls (PCBs) by USEPA Method 8082.
 - Polycyclic Aromatic Hydrocarbons (PAH's) by USEPA Method 8270 (Short List).
 - 6. The Applicant shall also evaluate the leachability of the material via the Synthetic Precipitation Leaching Procedure (SPLP; USEPA Method 1312) (as applicable).
 - 7. Any other applicable contaminant of concern.
 - (iii) The sample results along with the appropriate chain of custody documentation, quality Assurance/quality Control (QA/QC) procedures as well as a written evaluation of the results with respect to the applicable criteria (soil clean up target

levels, background concentrations, clean fill criteria, etc) shall be submitted to DERM for review.

- B. Applicant must conduct a lead and asbestos survey with follow up testing as applicable through a firm or an individual that is certified for lead and asbestos inspection and/or abatement in the State of Florida. Any testing must be in compliance with applicable American Society of Testing and Materials standards.
- C. A copy of the DERM soil classification letter and LONO along with the results of the lead and asbestos survey and any testing shall be submitted to the City for final approval, consistent with the above criteria.

Sec. 82-475. Testing protocols for the physical composition of excavated sand seaward of the Coastal Construction Control Line.

Prior to placing excavated sand seaward of the Coastal Construction Control Line (CCCL), the Applicant must satisfy the requirements of "Criteria for Physical Composition of Sand excavated sand seaward of the Coastal Construction Control Line" as listed in Appendix B, and made a part of this division 2. These requirements may be reassessed for periodic updates and review. All testing required herein shall be reviewed by DERM to confirm compliance with the criteria delineated in this Division 2.

APPENDIX B

<u>Criteria for Physical Composition of Sand excavated sand seaward of the Coastal</u> Construction Control Line (CCCL).

- A. The following physical sand characteristic standards are required for excavated sand landward of the Seasonal High Water Line and seaward of the Erosion Control Line (ECL).
 - 1. Munsell value of seven (7) or greater with a chroma of three (3) or lower when wet.
 - 2. Mean grain size between 0.30 mm and 0.55 mm.
 - 3. Silt content less than two percent (2%) (passing a #230 sieve).
 - 4. No material greater than five percent (5%) retained on #10 sieve.
 - 5. Sand shall be free of construction debris, toxic material as determined by tests in Section 82-474, and other foreign matter.
- B. The following protocols for sampling and analysis shall be employed:
 - 1. One core boring shall be analyzed for every 3,000 cubic yards of sand to be excavated, as reasonably available to implement on site.
 - 2. Sediment samples will be extracted from the core borings at irregular intervals based on distinct stratigraphic layers in the sediment sequence. Samples that are representative of the material defined within the area will be extracted and analyzed.
 - 3. Composite data will represent the average physical characteristics of the material to be placed.
 - 4. An average of the representative layer, weighted by effective length, will be calculated for each core, producing the core composite. The composites will then be averaged and weighted by effective length to calculate the composite of the entire sand source.
- C. The composite of the source as a whole shall satisfy the aforementioned criteria for material to be deemed eligible for placement along the City's beach.
- D. Prior to any deposit of sand on the beach or seaward of the CCCL, a City Public Works Right of Way (ROW) permit shall be required. Additionally, in conjunction with the City's ROW permit, and installation of the sand seaward of the CCCL, the applicant shall notify the City of the date and time of the installation. The City's consultant or designee shall coordinate attendance at the installation to inspect and conduct sampling during the installation, and the results of the testing shall be submitted to DERM for review at the applicant's expense. Applicant shall be responsible for the City's costs relating to the consultant or designee assigned to inspect the sand installation seaward of the CCCL.

All testing required herein shall be reviewed to confirm compliance.

Sec.82-476. Charges for consulting services for beach sand quality testing.

The cost for compliance with the City's above referenced beach sand quality requirements shall be incurred by the Applicant. Applicant shall pay the cost of the collection of the sand from the Applicant's site and the submission of the samples for tests to a qualified, licensed, and regulated lab that meets industry standards to test the sand; as well as pay money through cost

recovery to pay for the City's independent consultants, professionals, or designees as it relates to inspections for installation of sand seaward of the CCCL; any costs associated with plan review and the evaluation of the sand quality testing; and the costs associated with the City's enforcement of this chapter. Charges for consulting services for applicants are established by the City through a purchase order, and shall apply to the beach sand quality testing and plan review required by sections 82-474 and 82-475.

Sec. 82-477. Lack of compliance.

In the event that sand to be excavated seaward of the Coastal Construction Control Line (CCCL) does not meet the City's above referenced standards contained in this Division as described herein, then the Applicant may shall request from FDEP removal and relocation of the non-compliant sand to an approved upland area. This sand must be replaced with an equal or greater volume of sand from an FDEP approved sand source, which will be subject to the same testing protocols as identified in this division 2, as set forth herein.

Sec. 82-478. Exclusions.

Sections 82-474 to 82-477 shall not apply to sand for beach nourishment or beach restoration projects authorized, undertaken and paid for by Miami-Dade County, the State of Florida, or federal authorities. In no event shall the exclusions authorized by this Section apply to activities of the Applicant.

Secs. 82-479—82-500. - Reserved.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

Planning Director

<u>Underline</u> = new language

Strikethrough = deleted language

[Sponsor: Commissioner Michael Grieco]

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this day	of, 2016.
	Mayor Philip Levine
ATTEST:	
Rafael E. Granado, City Clerk	APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION Solvential Security Security Security Date
First Reading: May 11, 2016 Second Reading: June 8, 2016 Verified By: Thomas R. Mooney AICP	

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, be heard, to consider:

JUNE 8, 2016

0.00 a m

An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning Map" By Designating One Or More Buildings At 1700 Alton Road As An Historic SiteTo Be Known As "1700 Alton Road Historic Site," As More Particularly Described In The Ordinance; Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached To The Staff Report As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code; For Repealer; Severability; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at

10:05 a.m.

An Ordinance Amending Chapter 82, "Public Property," Article V, "Beaches," Creating Division 3, "Beach And Sand Quality," At Sections 82-472 Through 82-478, Ensuring The Preservation And Enhancement Of The Quality Of The City's Beaches By Requiring Testing Of Sand Or Fill Placed East Of The Coastal Construction Control Line (CCCL), Consistent With The Requirements Of Section 161.053, Florida Statutes And Rule 628-33, Florida Administrative Code; Providing For Final Approval From The City Prior To The Placement Of Any Sand Or Fill East Of The Coastal Construction Control Line And Including Provision That The City's Approval And Providing For Cost Recovery From The Applicant; Providing For Codification; Repealer; Severability, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries may be directed to the Environment & Sustainability Department at 305.673,7010. Shall Be Contingent On The Applicant Obtaining A Letter Of No Objection From Miami-Dade County Division Of Environmental Resources Management (DERM),

0:10 a.m.

And Committees," By Amending Division 16, Entitled "Reserved," To Create A Miami Beach Youth Commission, And Amending Sections 2-186 – 2-189 Thereof, Entitled "Reserved," To Establish And Set Forth The Purpose, Powers, Duties, Composition, And Supporting Department For The Committee; And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards, may be directed to the Office of the City Attorney at 305,673,7470.

:15 a.m.

Orientation Or Gender Identity Change Efforts," To Prohibit Licensed Professionals From Engaging In Counseling Efforts, Practices, Or Treatments With The Goal To Change A Minor's Sexual Orientation Or Gender Identity; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and \$166.041 FS. Inquiries may be directed to the Office of the City Attorney at 305.673.7470. An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," By Creating Article VII, To Be Entitled "Sexual

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To Impose Certain Immediate Measuras For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification Of High Impact Event Measures, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and/or the Tourism, Culture & Economic An Ordinance Amending Chapter 82 OfThe Code OfThe City Of Miami Beach, Entitled "Public Property". By Amending Article V, Entitled "Beaches". By Amending Division 1, Entitled "Generally," By Creating A New Section 82-443, Entitled "High Impact Events On Beach Property," To Provide The City Manager With The Authority Development Department at 305.673.7577.

c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, may be continued, and under such circumstances, additional legal notice need not be provided.

respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service) Rafael E. Granado, City Clerk City of Miami Beach

Condensed Title:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH. FLORIDA AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH. ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE III. ENTITLED "AGENCIES. BOARDS, AND COMMITTEES." BY AMENDING DIVISION 16, ENTITLED "RESERVED." TO CREATE A MIAMI BEACH YOUTH COMMISSION, AND AMENDING SECTIONS 2-186 - 2-189 THEREOF, ENTITLED "RESERVED," TO ESTABLISH AND SET FORTH THE PURPOSE, POWERS, DUTIES, COMPOSITION, AND SUPPORTING DEPARTMENT FOR THE YOUTH COMMISSION; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Enhance External and Internal Communication From And Within The City.

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the above-referenced Ordinance was drafted to create a Youth Commission in the City of Miami Beach.

On First Reading, an amendment to the Ordinance was approved limiting the term of membership on the Youth Commission to a maximum of two (2) one-year terms. In addition, the City Commission directed the City Administration to permit Youth Commission members to park in their respective appointing City Commission member's parking spots at City Hall on Youth Commission meeting days only, and that citywide parking decals would not be issued to Youth Commission members. Seven marked City Commission member parking spots are available for this purpose on the south side of City Hall adjacent to 17th Street. An additional amendment is proposed for Second Reading to substitute the Office of the City Manager for the Parks and Recreation Department as the supporting department for the Youth Commission.

Pursuant to Section 2-27 of the Miami Beach City Code, a 5/7^{ths} affirmative vote is required for the creation of this new City board.

Advisory Board Recommendation:

N/A

Financial Information:

Source of		Amount	Account
Funds:	1	\$0.00	
	2		
	3		
OBPI	Total		

Financial Impact Summary:

There is no fiscal impact.

City Clerk's Office Legislative Tracking:

City Manager's Office

S	iα	n-	O	ffs	•

Sign-Oπs:			1
Department Director	Assistant City Manager		City Manager
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MIAMIBEACH

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OFFICE OF THE CITY ATTORNEY RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO:

Members of the City Commission

City Manager Jimmy Morales

FROM:

Raul J. Aguila, City Attorney

DATE:

June 8, 2016

SECOND READING - PUBLIC HEARING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH. **ENTITLED** "ADMINISTRATION." BY AMENDING ARTICLE **ENTITLED** III. "AGENCIES, BOARDS, AND COMMITTEES," BY AMENDING DIVISION 16, ENTITLED "RESERVED," TO CREATE A MIAMI BEACH YOUTH COMMISSION, AND AMENDING SECTIONS 2-186 - 2-189 THEREOF, ENTITLED "RESERVED." TO ESTABLISH AND SET FORTH THE PURPOSE, POWERS, DUTIES, COMPOSITION, AND SUPPORTING DEPARTMENT FOR THE YOUTH COMMISSION: AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the abovereferenced Ordinance was drafted to create a Youth Commission in the City of Miami Beach.

On First Reading, an amendment to the Ordinance was approved limiting the term of membership on the Youth Commission to a maximum of two (2) one-year terms. In addition, the City Commission directed the City Administration to permit Youth Commission members to park in their respective appointing City Commission member's parking spots at City Hall on Youth Commission meeting days only, and that citywide parking decals would not be issued to Youth Commission members. Seven marked City Commission member parking spots are available for this purpose on the south side of City Hall adjacent to 17th Street. An additional amendment is proposed for Second Reading to substitute the Office of the City Manager for the Parks and Recreation Department as the supporting department for the Youth Commission.

Pursuant to Section 2-27 of the Miami Beach City Code, a 5/7^{ths} affirmative vote is required for the creation of this new City board.

F:\ATTO\TURN\COMMMEMO\Ord. Creating Youth Commission.docx

ORDINANCE	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE III, ENTITLED "AGENCIES, BOARDS, AND COMMITTEES," BY AMENDING DIVISION 16, ENTITLED "RESERVED," TO CREATE A MIAMI BEACH YOUTH COMMISSION, AND AMENDING SECTIONS 2-186 - 2-189 THEREOF, ENTITLED "RESERVED," TO ESTABLISH AND SET FORTH THE PURPOSE, POWERS, DUTIES, COMPOSITION, AND SUPPORTING DEPARTMENT FOR THE YOUTH COMMISSION; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the youth in the City of Miami Beach ("City") have unique perspectives and insights relative to issues and programs relating to the City's teenage population; and

WHEREAS, the establishment of a Youth Commission in the City will provide a helpful compliment to the decision-making process of the Mayor and City Commissioners.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Sections 2-186 – 2-189 of Article III of Chapter 2 of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 2 ADMINISTRATION

* * *

ARTICLE III. AGENCIES, BOARDS AND COMMITTEES

* * *

Division 16. Reserved Miami Beach Youth Commission

Sec. 2-186. Reserved. Established; purpose.

There is hereby created the Miami Beach Youth Commission (the "Youth Commission") which is an advisory board of the City. The purpose of the Youth Commission is to provide the youth of Miami Beach with a vehicle to learn about government, participate in the process of City government, represent and articulate the needs of youth in the City, and provide recommendations to the Mayor and City Commissioners on issues and programs affecting the youth and teen population in the City.

Sec. 2-187. Powers and duties.

The Youth Commission shall have the following powers and duties:

- (a) Serve in an advisory capacity to the Mayor and City Commission with regard to issues and programs affecting the City's youth and teen population;
- (b) Foster increased City youth involvement in the affairs of City government;
- (c) Research, discuss, and formulate recommendations on issues, activities, and concerns of youth in the City;
- (d) Comment upon existing or proposed legislation, ordinances, resolutions, and policies that impact the youth in the City;
- (e) Work with other youth organizations in the City and other cities, counties, states, and countries to collaborate on shared issues and interests and to develop new ideas for programs;
- (f) Submit to the Mayor and City Commissioners an annual report of the activities of the Youth Commission in the month of May prior to the end of the regular school year;
- (g) <u>Utilize social networking sites and/or technology to engage and inform youth in the City of important City activities.</u>
- (h) Each member of the Youth Commission should meet with the official who appointed him or her on a quarterly basis, or at the discretion of the appointing official, as is mutually convenient for the Youth Commission member and the appointing official, to discuss youth and community issues of concern.

Sec. 2-188. Composition.

- (a) The Youth Commission shall be composed of seven (7) voting members.
- The Mayor and each City Commissioner shall appoint one member to the Youth Commission as a direct appointment. Members must be enrolled in a Miami-Dade County public school or a private school in the City. Members shall be fifteen (15) through eighteen (18) years old at the time of appointment and be enrolled in the 10th, 11th, or 12th grade. To be qualified for appointment, a student must have a minimum 2.0 grade point average and demonstrate a sincere interest in municipal government, be motivated to

contribute to the betterment of the City, and have a background in community-based activity.

- The term of office for each member shall be one (1) year. Members may be appointed for one (1) subsequent one-year term; provided, however, that no member shall serve on or after his/her nineteenth (19th) birthday. In addition, board member terms shall automatically expire upon the latter of December 31 of the year the appointing City Commission member leaves office or upon the appointment/election of the successor City Commission member.
- Youth Commission members shall annually elect a member as chairperson, and other officers it deems necessary. A vote of a majority of the members shall be required to constitute action taken by the Youth Commission.

Sec. 2-189. Supporting department.

The supporting department for the Youth Commission shall be the Department of Parks and Recreation Office of the City Manager.

<u>SECTION 2.</u> REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Miami Beach City Code. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.	
This Ordinance shall take effect on the day	of, 2016.
PASSED AND ADOPTED this day of	, 2016.
Dhilin I	avina Mayor
ATTEST:	_evine, Mayor
	APPROVED AS TO FORM & LANGUAGE
Rafael E. Granado, City Clerk	& FOR EXECUTION
<u>Underline</u> denotes additions Strikethrough denotes deletions	S. [31]11
<u>Double underline</u> denotes additions at Second Reading Double strikethrough denotes deletions at Second Reading	City Attorney Date

(Sponsored by Commissioner Kristen Rosen Gonzalez)

MIAMIBEACH

NOTICE OF PUBLIC HEARINGS CITY OF MIAMI BEACH

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can JUNE 8, 2016 be heard, to consider:

Map." By Designating One Or More Buildings At 1700 Alton Road As An Historic SiteTo Be Known As "1700 Alton Road Historic Site," As More Particularly Described In The Ordinance; Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning To The Staff Report As Appendix "4"; Providing For Inclusion In The Land Development Regulations Of The City Code; For Repealer; Severability; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at

Ensuring The Preservation And Enhancement Of The Quality Of The City's Beaches By Requiring Testing Of Sand Or Fill Placed East Of The Coastal Construction Control Line (CCCL), Consistent With The Requirements Of Section 161.053, Florida Statutes And Rule 62B-33, Florida Administrative Code; Providing For Final Approval From The City Prior To The Placement Of Any Sand Or Fill East Of The Coastal Construction Control Line And Including Provision That The City's Approval Shall Be Contingent On The Applicant Obtaining A Letter Of No Objection From Miami-Dade County Division Of Environmental Resources Management (DERM), And Providing For Cost Recovery From The Applicant; Providing For Codification; Repealer; Severability, And An Effective Date. This Ordinance is being heard An Ordinance Amending Chapter 82, "Public Property," Article V, "Beaches," Creating Division 3, "Beach And Sand Quality," At Sections 82-472 Through 82-478, pursuant to Section 2.05 of the City Charler and \$166.041 F.S. Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010

And Committees," By Amending Division 16, Entitled "Reserved," To Create A Miami Beach Youth Commission, And Amending Sections 2-186 – 2-189 Thereof, Entitled "Reserved," To Establish And Set Forth The Purpose, Powers, Duties, Composition, And Supporting Department For The Committee, And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," By Creating Article VII, To Be Entitled "Sexual An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, may be directed to the Office of the City Attorney at 305.673,7470.

To Impose Certain Immediate Measures For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification Of High Impact Event Measures, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and/or the Tourism, Culture & Economic Orientation Or Gender Identity Change Efforts," To Prohibit Licensed Professionals From Engaging In Counseling Efforts, Practices, Or Treatments With The Goal To Change A Minor's Sexual Orientation Or Gender Identity, Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard Division 1, Entitled "Generally," By Creating A New Section 82-443, Entitled "High Impact Events On Beach Property," To Provide The City Manager With The Authority An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property", By Amending Article V, Entitled "Beaches," By Amending pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

c/o the City Clerk, 1700 Convention Center Drive, 1" Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1" Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, may be continued, and under such circumstances, additional legal notice need not be provided

Development Department at 305.673.7577.

respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6;

Rafael E. Granado, City Clerk City of Miami Beach

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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO:

Members of the City Commission

City Manager Jimmy Morales

FROM:

Raul J. Aguila, City Attorney

Hernan Cardeno, Code Compliance Directo

DATE:

June 8, 2016

SECOND READING - PUBLIC HEARING

SUBJECT:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "MISCELLANEOUS OFFENSES," BY CREATING ARTICLE VII, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Pursuant to the request of Commissioner John Elizabeth Aleman, the above-referenced Ordinance was drafted to create a prohibition on conversion therapy counseling, practices, and treatments by state licensed professionals in the City of Miami Beach. The prohibitions set forth in the Ordinance would apply to medical practitioners, osteopathic practitioners, psychologists, psychotherapists, social workers, marriage and family therapists, and licensed counselors.

Conversion therapy, also known as reparative therapy, is a counseling practice or treatment which seeks to change a person's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors, gender expression, or to reduce or eliminate romantic or sexual attraction toward a person of the same gender. This therapy has been denounced by national psychology and psychiatry associations and academies as ineffective, unsupported by credible evidence, and a potentially harmful practice. Indeed, cities and states across the nation have begun to adopt laws prohibiting conversion therapy including California, Illinois, New Jersey, Oregon, the District of Columbia, and the City of Cincinnati.

Pursuant to Section 456.003 of the Florida Statutes, which regulates health professions and occupations, when the "public is not effectively protected by other means, including but not limited to, other state statutes, local ordinances, or federal legislation," the state may regulate such professions for the preservation of the health, safety, and welfare of the public. As no state or local legislation currently exists in Florida to protect the public from the harmful and professionally discredited practice of conversion therapy, the City of Miami Beach will take the lead in the state on this issue upon the passage of this Ordinance.

Existing Code Compliance resources will be utilized for the enforcement of this Ordinance, therefore no fiscal impact is anticipated.

RJA/DT/fr

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

John Elizabeth Alemán, Commissioner

DATE:

April 25, 2016

SUBJECT:

Agenda item for May 11, 2016 City Commission Meeting

Please place the following item on the May 11, 2016 City Commission Meeting Agenda:

The first reading of an ordinance regarding conversion therapy practices.

If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

ORDINANCE OF THE AN MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 70 OF THE CODE OF THE CITY "MISCELLANEOUS MIAMI BEACH. ENTITLED OFFENSES," BY CREATING ARTICLE VII, TO BE "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEALER. SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the American Psychiatric Association published a position statement in December 1998 opposing any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality *per se* is a mental disorder or that a patient should change his or her homosexual orientation; and

WHEREAS, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including, among other things, confusion, depression, social withdrawal, suicidality, substance abuse, self-hatred, high-risk sexual behavior, and a feeling of being dehumanized; and

WHEREAS, following the report issued by the APA Task Force, the American Psychological Association issued a resolution in 2009 on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and encouraging psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increased family and school support, and reduced rejection of sexual minority youth; and

WHEREAS, the American Academy of Child and Adolescent Psychiatry published a statement in 2012 in its journal that, "[g]iven that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated"; and

WHEREAS, the American Academy of Pediatrics, the American Medical Association Council of Scientific Affairs, the National Association of Social Workers, the American Counseling Association Governing Council, the American School Counselor Association, and the American Psychoanalytic Association have each asserted in

reports or position statements that sexual orientation change efforts, including reparative therapy or conversion therapy, are not recommended and may be harmful; and

WHEREAS, the Pan American Health Organization issued a statement in 2012 that "[t]hese supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements"; and

WHEREAS, the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services issued a report in 2015 examining the scientific literature on conversion therapy and concluded that "conversion therapy—efforts to change an individual's sexual orientation, gender identity or gender expression—is a practice that is not supported by credible evidence" and that "may put young people at risk of serious harm"; and

WHEREAS, the City of Miami Beach ("City") has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

WHEREAS, the City Commission hereby finds that being lesbian, gay, bisexual, or transgender is not a disease, disorder, illness, deficiency, or shortcoming, and that research has demonstrated sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, or transgender persons; and

WHEREAS, it is the desire of the Miami Beach City Commission to prohibit, within the geographic boundaries of the City, the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

Section 1. That Chapter 70 of the Miami Beach Code is hereby amended to create Article VII as follows:

CHAPTER 70 MISCELLANEOUS OFFENSES

* * *

ARTICLE VII. Sexual Orientation or Gender Identity Change Efforts

Sec. 70-405. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except when the context clearly indicates a different meaning:

Conversion therapy means any counseling, practice, or treatment performed with the goal of changing a person's sexual orientation or gender identity including, but not limited to, efforts to change behaviors, gender expression, or to reduce or eliminate sexual or romantic attraction or feelings toward a person of the same gender. Conversion therapy does not include counseling that:

- a) Provides support to a person undergoing gender transition; or
- b) Provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

Minor means a person less than eighteen (18) years of age.

<u>Reparative therapy</u> has the same meaning as conversion therapy defined in this section.

Sec. 70-406. Conversion therapy prohibited.

A person who is licensed by the State of Florida to provide professional counseling, or who performs counseling as part of his or her professional training under Chapters 458, 459, 490, or 491 of the Florida Statutes, as such chapters may be amended, including, but not limited to, medical practitioners, osteopathic practitioners, psychologists, psychotherapists, social workers, marriage and family therapists, and licensed counselors, may not engage in conversion or reparative therapy with a minor.

Sec. 70-407. Enforcement; penalties.

A violation of Section 70-406 shall be enforced pursuant to the procedures set forth in Chapter 30 of this Code. The penalty for a violation shall be \$200.00. Each day that a violation occurs constitutes a separate offense.

SECTION 1. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect the	day of	, 2016.
PASSED and ADOPTED this	_ day of	, 2016.
ATTEST:		
	Philip Levine Mayor	
Rafael E. Granado City Clerk	APPROVED AS FORM & LANGU & FOR EXECUT	JAGE
<u>Underline</u> denotes addition Strikethrough denotes deletions	City Attorney Ex	5 25 16 Date

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Commissioner Kristen Rosen Gonzalez)

(Sponsored by Commissioner John Elizabeth Alemán)

(Co-sponsored by Mayor Philip Levine, Vice-Mayor Micky Steinberg, Commissioner Ricky Arriola, Commissioner Michael Grieco, Commissioner Joy Malakoff, and

NOTICE OF PUBLIC HEARINGS **CITY OF MIAMI BEACH**

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can **JUNE 8, 2016** be heard, to consider;

An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning In The Ordinance; Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached To The Staff Report As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code; For Repealer; Severability; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at Map" By Designating One Or More Buildings At 1700 Alton Road As An Historic Site To Be Known As "1700 Alton Road Historic Site," As More Particularly Described 305,673,7550

And Providing For Cost Recovery From The Applicant; Providing For Codification; Repealer; Severability, And An Effective Date. This Ordinance is being heard Ensuring The Preservation And Enhancement Of The Quality Of The City's Beaches By Requiring Testing Of Sand Or Fill Placed East Of The Coastal Construction Control Line (CCCL), Consistent With The Requirements Of Section 161.053, Florida Statutes And Rule 62B-33, Florida Administrative Code; Providing For Final Approval From The City Prior To The Placement Of Any Sand Or Fill East Of The Coastal Construction Control Line And Including Provision That The City's Approval An Ordinance Amending Chapter 82, "Public Property," Article V, "Beaches," Creating Division 3, "Beach And Sand Quality," At Sections 82-472 Through 82-478, Shall Be Contingent On The Applicant Obtaining A Letter Of No Objection From Miami-Dade County Division Of Environmental Resources Management (DERM), pursuant to Section 2.05 of the City Charter and \$166.041 F.S. Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010

And Commitees," By Amending Division 16, Entitled "Reserved," To Create A Miami Beach Youth Commission, And Amending Sections 2-186 – 2-189 Thereof, Entitled "Reserved," To Establish And Set Forth The Purpose, Powers, Duties, Composition, And Supporting Department For The Committee; And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards, may be directed to the Office of the City Attorney at 305.673.7470.

Orientation Or Gender Identity Change Efforts," To Prohibit Licensed Professionals From Engaging In Counseling Efforts, Practices, Or Treatments With The Goal To Change A Minor's Sexual Orientation Or Gender Identity; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries may be directed to the Office of the City Attorney at 305.673.7470. An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," By Creating Article VII, To Be Entitled "Sexual

To Impose Certain Immediate Measures For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification Of High Impact Event Measures, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and/or the Tourism, Culture & Economic An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property". By Amending Article V, Entitled "Beaches". By Amending Division 1, Entitled "Generally," By Creating A New Section 82-443, Entitled "High Impact Events On Beach Property," To Provide The City Manager With The Authority Development Department at 305.673.7577.

c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

TTY users may call via 711 (Florida Relay Service)

Rafael E. Granado, City Clerk

City of Miami Beach

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Condensed Title:

SECOND READING AND PUBLIC HEARING

An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article V, Entitled "Beaches," By Amending Division 1, Entitled "Generally," By Amending Sections 82-443, To Provide The City Manager Certain Immediate Measures For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

On April 27, 2016, the City Commission discussed the impacts of viral unsanctioned events following the issues which resulted from the Floatopia Miami event on Saturday April 16. The Commission unanimously passed a motion directing the City Manager and City Attorney to bring a City staff will determine if an event or gathering on beach property in the City of Miami Beach during which one or more of the following occur, which will be considered a High Impact Event:

- 1. An event, activity or period of time that generates a significant spike in social media conversations, increasing audience, impressions, and attention on the City, that is expected to generate attendance by more than 5,000 people for an area of beach property that extends less than 15 City blocks from south to north:
- 2. City Parking lots and garages in an area within a 15 block radius of an event that is held on beach property pursuant to a special event permit, or otherwise, are at full capacity;
- 3. An event is held pursuant to a special event permit which is expected to result in attendance by more than 25,000 people on beach property.
- 4. There is a designated major event period;
- 5. A maintenance of traffic plan is required:
- 6. Hotel occupancy levels are anticipated to be greater than 75 percent;
- 7. Mutual aid or other assistance from outside agencies is required to provide for the safety and well-being of residents and visitors to the destinations; or
- 8. An event on public property is anticipated to result in more than 25,000 visitors to the destination.

These are measures that would only be implemented on a case by case basis if we become aware that a high impact beach event will be coming to the City. These measures include:

- 1. The prohibition of coolers
- 2. The prohibition of any inflatable devices
- 3. The prohibition of tents and similar structures
- 4. The limitation of live or amplified music
- 5. The limitation of traffic routes to prohibit vehicular access to non-residents, and those patrons and employees of businesses located in the affected area (e.g., south of Fifth).
- 6. Establishing occupancy for different segments of beach property, and prohibiting access to those areas that have reached occupying limits, to protect the health, safety and welfare of the general public.
- 7. The prohibition of any direct or indirect public consumption of alcohol.
- 8. The implementation of a license plate reader police detail that may be utilized on east bound MacArthur Causeway, Julia Tuttle and any other access points into the City.

The Ordinance also includes a notice provision whereby notice shall be filed with the City Clerk and delivered to news media, radio and television stations from broadcast.

The Ordinance was approved by the City Commission at the May 11, 2016 meeting on First Reading. The Administration recommends the Mayor and City Commission adopt the attached Ordinance on Second Reading and Public Hearing.

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account
1		
Total		
	1 Total	1

Financial Impact Summary:

N/A

City Clerk's Office Legislative Tracking:

City Attorney's Office

Sign-Offs:

Department Director Assistant City Manager City Manager

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MIAMIBEACH

AGENDA ITEM RSE

534



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Philip Levine, Mayor and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SECOND READING AND PUBLIC HEARING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE V, ENTITLED "BEACHES," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SECTIONS 82-443, TO PROVIDE THE CITY MANAGER CERTAIN IMMEDIATE MEASURES FOR

THE PROTECTION OF BEACH PROPERTY DURING HIGH IMPACT EVENTS IN THE CITY; PROVIDING FOR NOTIFICATION, ENFORCEMENT, AND PENALTIES: PROVIDING FOR REPEALER, SEVERABILITY,

CODIFICATION, AND AN EFFECTIVE DATE.

On April 27, 2016, the City Commission discussed the impacts of viral unsanctioned events following the issues which resulted from the Floatopia Miami event on Saturday April 16. In particular, the challenge is those events that are not sanctioned or subject to special event permit by the City and quality of life issues they present. The Commission unanimously passed a motion directing the City Manager and City Attorney to bring a comprehensive Ordinance without referring the item to committee.

BACKGROUND

In analyzing how to deal with such events, I consulted with my Department Directors and investigated how other communities (in and outside of Florida) have dealt with such events. The various methods employed generally break down into three categories:

- Prohibiting Beach Access, thereby reducing the crowds;
- Implementing very restrictive rules applicable to visiting the beach that serve as a significant deterrence to attendance; and
- Strategies and resource allocation to make the event manageable.

Following the direction of the Mayor and City Commission, City Staff and the City Attorney's Office prepared the attached beach management ordinance that sets forth specific prohibitions and actions the City Manager can order in connection with high impact beach events that are intended to provide significant crowd control and effectively manage the event. This Ordinance, once adopted on second hearing, will be included in the Beach Management Plan and presented to the Division of State Lands for approval in June.

City Commission Memorandum – High Impact Beach Events Ordinance Second Reading and Public Hearing June 8, 2016 Page 2

Restrictive Rules to deter the Event

City staff will determine if an event or gathering on beach property in the City of Miami Beach during which one or more of the following occur, which will be considered a High Impact Event:

- An event, activity or period of time that generates a significant spike in social media conversations, increasing audience, impressions, and attention on the City, that is expected to generate attendance by more than 5,000 people for an area of beach property that extends less than 15 City blocks from south to north;
- 2. City Parking lots and garages in an area within a 15 block radius of an event that is held on beach property pursuant to a special event permit, or otherwise, are at full capacity;
- 3. An event is held pursuant to a special event permit which is expected to result in attendance by more than 25,000 people on beach property.
- 4. There is a designated major event period;
- 5. A maintenance of traffic plan is required (e.g., including, but not limited to, street closures, lane closures, shuttle service);
- 6. Hotel occupancy levels are anticipated to be greater than 75 percent;
- 7. Mutual aid or other assistance from outside agencies is required to provide for the safety and well-being of residents and visitors to the destinations; or
- 8. An event on public property is anticipated to result in more than 25,000 visitors to the destination.

City Staff identified a series of steps that we believe provide significant crowd control and would also facilitate monitoring and enforcement. These are measures that would only be implemented on a case by case basis if we become aware that a high impact beach event will be coming to the City. These measures include:

- 1. The prohibition of coolers
- 2. The prohibition of any inflatable devices
- 3. The prohibition of tents and similar structures
- 4. The limitation of live or amplified music
- 5. The limitation of traffic routes to prohibit vehicular access to non-residents, and those patrons and employees of businesses located in the affected area (e.g., south of Fifth).
- 6. Establishing occupancy for different segments of beach property, and prohibiting access to those areas that have reached occupying limits, to protect the health, safety and welfare of the general public.
- 7. The prohibition of any direct or indirect public consumption of alcohol.
- 8. The implementation of a license plate reader police detail that may be utilized on east bound MacArthur Causeway, Julia Tuttle and any other access points into the City.

The Ordinance also includes a notice provision whereby notice shall be filed with the City Clerk and delivered to news media, radio and television stations from broadcast.

City Commission Memorandum – High Impact Beach Events Ordinance Second Reading and Public Hearing June 8, 2016 Page 3

Which and how many of these measures to implement would vary depending on the nature of the event, the time of year, the location on the beach and other factors. We would also need an aggressive social media campaign to educate the public about the measures. These measures would not preclude the licensed operation of the beach chair concessions and attendant services on the beach.

There are some of these measures that the City has used in the past and clearly are within our scope of authority (e.g. alcohol prohibition, LPR details on causeway). The advantage of this approach is that the City would not be closing a valuable public resource, but would simply be implementing one or more of these measures that protect that asset while also promoting public safety. There will still be a budgetary impact to the City since we will need to deploy police, code and other resources to enforce these rules, particularly in the early years. But, eventually, once events know that the City is serious and enforcing the rules, the numbers will diminish and compliance will become the rule.

The Ordinance was approved by the City Commission at the May 11, 2016 meeting on First Reading.

RECOMMENDATION

The Administration recommends the Mayor and City Commission adopt the attached Ordinance on Second Reading and Public Hearing.

Attachment

JLM/KGB/MAS

T:\AGENDA\2016\June\TCED\Memo- Ordinance Dealing with High Impact Beach Events.v2.docx

ORDINANCE	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, **ENTITLED "PUBLIC** PROPERTY," BY AMENDING ARTICLE V, ENTITLED "BEACHES," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY CREATING A NEW SECTION 82-443, ENTITLED "HIGH IMPACT EVENTS ON BEACH PROPERTY." TO PROVIDE THE CITY MANAGER WITH THE AUTHORITY TO IMPOSE CERTAIN IMMEDIATE MEASURES FOR THE PROTECTION OF BEACH PROPERTY DURING HIGH IMPACT EVENTS IN THE CITY; PROVIDING FOR NOTIFICATION OF HIGH IMPACT EVENT MEASURES, ENFORCEMENT, AND PENALTIES: PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City") is an internationally renowned tourist destination that is famous for its beaches, which are among the best in the world; and

WHEREAS, due to its domestic and international popularity as a resort destination, many events, both authorized by City permits and otherwise, occur on a regular and frequent basis on the beaches within the City; and

WHEREAS, the beach property in the City between the Mean High Water mark and the Erosion Control Line is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, but is expressly managed by the City pursuant to Management Agreement No. 750-006 ("Management Agreement"), as amended and extended from time to time; and

WHEREAS, paragraph 4 of the Management Agreement specifically states, "[i]t is understood and agreed that the City shall have responsibility for the protection of the property; and shall through its agent and employees take all reasonable measures to provide security against property damage, property degradation and unauthorized uses"; and

WHEREAS, certain authorized and unauthorized uses of the beaches within the City have caused property damage, property degradation, and unauthorized uses which require the reasonable measures set forth in this Ordinance to provide security against such harms to the beaches; and

WHEREAS, the reasonable measures set forth in this Ordinance will authorize the City manager to implement specific and immediate, delineated measures that will prevent property damage, property degradation, and unauthorized uses on the beach property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> That Division 1 of Article V of Chapter 82 of the Code of the City of Miami Beach, Florida, is hereby amended as follows:

CHAPTER 82
PUBLIC PROPERTY

Article V. Beaches

* * *

Division 1. Generally

* * *

Sec. 82-443. Reserved. High Impact Events on Beach Property.

a. Definitions.

Beach Property means the beach property between the Mean High Water Mark and the Erosion Control Line within the municipal boundaries of the City of Miami Beach, which is the subject of the Management Agreement for Certain Lands No. 750-006 between the City of Miami Beach and the Trustees of the Internal Improvement Trust Fund of the State of Florida, as such Agreement may be amended and extended.

<u>High Impact Event means an event or gathering on beach property in the City of Miami Beach during which one or more of the following occur:</u>

- 1) An event, activity or period of time that generates a significant spike in social media conversations, increasing audience impressions, and attention on the City, which is expected to generate attendance by more than 5,000 people for an area of beach property that extends less than 15 City blocks from south to north;
- 2) City parking lots and garages in an area within a 15 block radius of an event that is held on beach property pursuant to a special event permit, or otherwise, are at full capacity;
- 3) An event is held pursuant to a special event permit, which is expected to result in attendance by more than 25,000 people on beach property;
- 4) There is a designated major event period (as set forth and identified within the special event regulations and guidelines, as may be amended from time to time);
- 5) A maintenance of traffic plan would be required, or is required (e.g., including, but not limited to, street closures, lane closures, shuttle service) based upon the high impact event, or pursuant to a special event permit;
- 6) Hotel occupancy levels are anticipated to be greater than 75 percent in the City;

- 7) Law Enforcement Mutual Aid or other assistance from outside law enforcement agencies is required to provide for the safety and well-being of residents and visitors to the beach property; or
- 8) An event on beach property, which may impact public property, is anticipated to result in more than 25,000 visitors to the city.

b. City Manager's Authority to Impose Immediate Measure(s) for High Impact Events.

Whenever the City Manager determines that a high impact event on beach property will occur, or is in progress, one or more of the following immediate measures may be imposed on beach property to protect the beach property from damage, property degradation, and/or unauthorized uses:

- 1. The prohibition of coolers.
- 2. The prohibition of any inflatable devices.
- 3. The prohibition of tents, tables, and similar structures.
- 4. The limitation of live or amplified music.
- 5. The limitation of traffic routes to prohibit vehicular access to non-residents, and permit access only for residents and those patrons and employees of businesses located in the specific area where traffic routes have been limited (e.g., south of Fifth Street).
- 6. The establishment of occupancy limits for different segments of beach property, and prohibiting access to those areas that have reached those occupancy limits, in order to protect the health, safety, and welfare of the general public.
- 7. The prohibition of any direct or indirect consumption of alcohol on the beach property.
- 8. The implementation of a license plate reader police detail, which may be utilized on eastbound traffic lanes of the MacArthur Causeway, Julia Tuttle Causeway, and on any other access points into the City.

c. Notification of High Impact Event Measures

When one or more immediate measures are implemented by the City Manager pursuant to subsection (b) above, such measures, and their duration, shall be filed with the City Clerk and delivered to appropriate news media for publication and to local radio and television stations for broadcast. If practicable, signs may be posted in the impacted area(s) advising of the measures during the duration of such measures.

d. Enforcement; penalty.

Any violation of the measures imposed pursuant to subsection 82-443(b) above shall be punished as provided in section 1-14 of this Code.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect	ct on the tenth (10 th) day foll	owing its adoption.
PASSED and ADOPTED this	day of	, 2016.
ATTEST:		
	Philip Levine Mayor	
Rafael E. Granado City Clerk		APPROVED AS TO FORM & LANGUAGE
<u>Underline</u> denotes addition Strikethrough denotes deletion	a n	& FOR EXECUTION 5 (25) 16 City Attorney Date

(Sponsored by Commissioner Michael Grieco)

(Co-sponsored by Mayor Philip Levine, Vice-Mayor Micky Steinberg, Commissioner John Elizabeth Alemán, Commissioner Ricky Arriola, Commissioner Joy Malakoff, and Commissioner Kristen Rosen Gonzalez)

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MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can be heard, to consider:

JUNE 8, 2016

0.00

In The Ordinance; Providing That The City's Zoning Map Shall Be Amended To Include 1700 Alton Road As An Historic Site; Adopting The Designation Report Attached To The Staff Report As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code; For Repealer; Severability; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; By Amending Section 118-593(e), Entitled "Delineation On Zoning Map" By Designating One Or More Buildings At 1700 Alton Road As An Historic Site To Be Known As "1700 Alton Road Historic Site," As More Particularly Described 305,673,7550

0:05 a.m.

Ensuring The Preservation And Enhancement Of The Quality Of The City's Beaches By Requiring Testing Of Sand Or Fill Placed East Of The Coastal Construction Control Line (CCCL), Consistent With The Requirements Of Section 161.053, Florida Statutes And Rule 62B-33, Florida Administrative Code; Providing For Final Shall Be Contingent On The Applicant Obtaining A Letter Of No Objection From Miami-Dade County Division Of Environmental Resources Management (DERM), And Providing For Cost Recovery From The Applicant; Providing For Codification; Repealer; Severability, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries may be directed to the Environment & Sustainability Department at 305.673.7010. Approval From The City Prior To The Placement Of Any Sand Or Fill East Of The Coastal Construction Control Line And Including Provision That The City's Approval An Ordinance Amending Chapter 82, "Public Property," Article V, "Beaches," Creating Division 3, "Beach And Sand Quality," At Sections 82-472 Through 82-478,

0:10 a.m

And Committees," By Amending Division 16, Entitled "Reserved," To Create A Miami Beach Youth Commission, And Amending Sections 2-186 – 2-189 Thereof, Entitled "Reserved," To Establish And Set Forth The Purpose, Powers, Duties, Composition, And Supporting Department For The Committee, And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards, may be directed to the Office of the City Attorney at 305.673.7470.

$0.15 \, \mathrm{am}$

An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," By Creating Article VII, To Be Entitled "Sexual Orientation Or Gender Identity Change Efforts," To Prohibit Licensed Professionals From Engaging In Counseling Efforts, Practices, Or Treatments With The Goal To Change A Minor's Sexual Orientation Or Gender Identity; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 FS. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

1000

An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article V, Entitled "Beaches," By Amending Division 1, Entitled "Generally," By Creating A New Section 82-443, Entitled "High Impact Events On Beach Property," To Provide The City Manager With The Authority To Impose Certain Immediate Measures For The Protection Of Beach Property During High Impact Events In The City; Providing For Notification Of High Impact Event Measures, Enforcement, And Penalties; Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470 and/or the Tourism, Culture & Economic Development Department at 305.673.7577.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided. Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; ГТУ users may call via 711 (Florida Relay Service) Rafael E. Granado, City Clerk City of Miami Beach

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An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[,]" By Adding A Subsection Entitled "(J) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date. 10:25 a.m. Second Reading Public Hearing

(Sponsored by Mayor Philip Levine Co-Sponsored by all the Members of the City Commission)
(Legislative Tracking: Office of the City Attorney)
(First Reading May 11, 2016 - R5P)
(Item to be Submitted in Supplemental)

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Condensed Title:

First Reading to consider an Ordinance Amendment to create a temporary Demolition Moratorium in North Beach.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed moratorium would apply to the demolition of any "Contributing" structure within the North Beach Master Plan study area, including the North Shore National Register District and the Normandy Isles National Register District:

The Administration recommends that the City Commission: approve the proposed Ordinance Amendment at First Reading and set a Second Reading Public Hearing for July 13, 2016.

Advisory Board Recommendation	1:
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Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Sign-Offs:		
Department Director	Assistant City Manager	City Manager
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MIAMIBEACH

AGENDA ITEM R5G

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: North Beach - Demolition Moratorium

FIRST READING

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE SUBJECT OF A SIX (6) MONTH MORATORIUM FOR THE TWO NATIONAL HISTORIC DISTRICTS CONTAINED WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA WITH THE FOLLOWING GENERAL BOUNDARIES: (1) THE "NORTH SHORE NATIONAL REGISTER," GENERALLY BOUNDED BY 73RD STREET TO THE SOUTH, DICKENS AVENUE, HAWTHORNE AVENUE AND CRESPI BOULEVARD TO THE WEST, 87TH STREET TO THE NORTH, AND COLLINS COURT TO THE EAST; AND (2) "NORMANDY ISLES NATIONAL REGISTER:" GENERALLY BOUNDED BY BISCAYNE BAY TO THE SOUTH, RAY STREET, RUE NOTRE DAME AND RUE VERSAILLES TO THE WEST, NORMANDY SHORES GOLF COURSE TO THE NORTH, AND THE WESTERN BULKHEAD OF INDIAN CREEK TO THE EAST; IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT OF PROCESSING OF APPLICATIONS. **PERMITS** OR APPROVALS **PERTAINING** TO DEMOLITION OF CONTRIBUTION STRUCTURES WITHIN THE TWO HISTORIC DISTRICTS WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA; PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO MAY 18, 2016; FOR ZONING IN PROGRESS PURPOSES, THIS ORDINANCE SHALL BE EFFECTIVE UPON FIRST READING OF THIS ORDINANCE, AND NO APPLICATIONS FOR DEMOLITION WITHIN THE DESIGNATED AREA SHALL BE ACCEPTED BY CITY: PROVIDING FOR EXCEPTIONS: **PROVIDING SEVERABILITY; REPEAL OF CONFLICTING ORDINANCE PROVISIONS;** AND PROVIDING FOR AN EXPIRATION DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

BACKGROUND

On May 11, 2016, pursuant to item R9O, the City Commission directed the City Attorney

to draft an ordinance establishing a temporary moratorium on the issuance of demolition permits in the North Beach area. The sponsor of the ordinance is Commissioner Arriola.

ANALYSIS

The proposed moratorium would apply to the demolition of any "Contributing" structure within the following areas of the North Beach Master Plan study area:

- The "North Shore National Register District:" Generally bounded by 73rd Street to the south, Dickens Avenue, Hawthorne Avenue and Crespi Boulevard to the west, 87th Street to the north, and Collins Court to the east.
- The "Normandy Isles National Register District:" Generally bounded by Biscayne Bay to the south, Ray Street, Rue Notre Dame and Rue Versailles to the west, Normandy Shores Golf Course to the north, and the western bulkhead of Indian Creek to the east.

The moratorium would not apply to applications that have received a Land Use Board Order or a building permit for demolition prior to June 8, 2016. It would also not apply to an unsafe structure board order or a lawful order of the Building Official.

As proposed, the moratorium would remain in effect for one hundred eighty (180) days from effective date, unless earlier rescinded, repealed or extended by an Ordinance or Resolution of the City Commission. Within ninety (90) days from the effective date hereof, City staff shall provide an interim report to the City Commission as to the progress being made in the preparation of the Master Plan and any associated ordinances.

The ordinance is proposed to be effective, RETROACTIVE, to June 8, 2016.

CONCLUSION

The Administration recommends that the City Commission approve the ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

JLM/SMT/TRM

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE SUBJECT OF A SIX (6) MONTH MORATORIUM FOR THE TWO NATIONAL REGISTER HISTORIC DISTRICTS CONTAINED WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA WITH THE FOLLOWING GENERAL BOUNDARIES: (1) THE SHORE **NATIONAL** REGISTER DISTRICT," **GENERALLY** BOUNDED BY 73RD STREET TO THE SOUTH, DICKENS AVENUE, HAWTHORNE AVENUE AND CRESPI BOULEVARD TO THE WEST, 87TH STREET TO THE NORTH, AND COLLINS COURT TO THE EAST; AND (2) "NORMANDY ISLES NATIONAL REGISTER DISTRICT:" GENERALLY BOUNDED BY BISCAYNE BAY TO THE SOUTH, RAY STREET. RUE NOTRE DAME AND RUE VERSAILLES TO THE WEST, NORMANDY SHORES GOLF COURSE TO THE NORTH, AND THE WESTERN BULKHEAD OF INDIAN CREEK TO THE EAST: IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT OF OR PROCESSING OF APPLICATIONS, PERMITS OR PENDING APPROVALS PERTAINING TO DEMOLITION OF CONTRIBUTING STRUCTURES WITHIN THE TWO NATIONAL REGISTER HISTORIC DISTRICTS WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA; PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO JUNE 8. 2016: FOR ZONING IN PROGRESS PURPOSES, THIS ORDINANCE SHALL BE EFFECTIVE UPON FIRST READING OF THIS ORDINANCE, AND NO APPLICATIONS FOR DEMOLITION WITHIN THE DESIGNATED AREA SHALL BE ACCEPTED BY THE CITY; PROVIDING FOR EXCEPTIONS: PROVIDING FOR SEVERABILITY: REPEAL OF CONFLICTING ORDINANCE PROVISIONS: AND PROVIDING FOR AN EXPIRATION DATE.

WHEREAS, the Mayor and City Commission have recognized the need for a temporary moratorium on the receipt of and processing of demolition permits to ensure the completion of the City's North Beach Master Plan; and

WHEREAS, as seen in WCI Communities, Inc. v. City of Coral Springs, 885 So.2d 912(Fla. 4th DCA 2004), a court will not interfere with the legislative act of establishing a temporary moratorium in processing plan where there is a rational relationship to the City's legitimate general welfare concern; and

WHEREAS, moreover, a court should not set aside the determination of public officers in land use matters unless it is clear that their action has no foundation in reason, and is a mere arbitrary or irrational exercise of power having no substantial relation to the public health, the public morals, the public safety of the public welfare in its proper sense. *Id.;* and *Smithfield Concerned Citizens for Fair Zoning v. Town of Smithfield*, 907 F.2d 239, 243 (1st Cir. 1990); and

WHEREAS, the first step in ensuring a proper moratorium, is to ensure that the City's legislative has a rational basis and legitimate governmental purpose for the imposition of a moratorium; and

WHEREAS, the second step is for the Mayor and City Commission to establish a record that the moratorium would further the governmental purpose of creating, finalizing, and adopting the North Beach vision through the Master Plan process; and

WHEREAS, the City has engaged the services Dover, Kohl and Partners, a world-renowned planning group to develop a cohesive, long-term vision and Master Plan for North Beach; and

WHEREAS, while the planning process is being solidified, some key areas of emphasis have emerged as the essential foundations to ensure the Master Plan's success in advancing North Beach while garnering widespread support throughout the community, including but not limited to a balanced strategy to promote historic preservation while supporting incentives for greater development, density and activation; and

WHEREAS, the Mayor and City Commission desire to encourage innovative and compatible redevelopment that provides improved communities, enhances public benefits in the form of compatible architecture and uses;

WHEREAS, the creation of a master plan and analysis of the impacts due to such plan on parks, recreation, open space, infrastructure, accessibility of emergency and public service vehicular traffic and public safety and public facilities needs is important to the City to ensure the health, safety and welfare of the City's residents and visitors; and

WHEREAS, the City Commission has noted the rapid demolition of a multitude of structures within the study area, and is concerned that the character of the community, and possible increase of incompatible uses or structures is of concern; and

WHEREAS, there are two National Historic Districts: (1) North Shore National Register: generally bounded by 73rd Street to the south, Dickens Avenue, Hawthorne Avenue and Crespi Boulevard to the west, 87th Street to the north, and Collins Court to the east, and (2) the Normandy Isles National Register: generally bounded by Biscayne Bay to the south, Ray Street, Rue Notre Dame and Rue Versailles to the west, Normandy Shores Golf Course to the north, and the western bulkhead of Indian Creek to the east, a map of which exhibits are attached hereto as Composite Exhibit A, within the North Beach Master Plan study area; and

WHEREAS, the City may look to locally designated these two National Historic Districts, in order to protect and preserve this nationally recognized architecture; and

WHEREAS, the moratorium should be limited to the National Register Districts for the following reasons: as the study is of a very large area, that currently has zero protection from demolition, the two districts have been identified, by virtue of National Register Designation, as an area of significance and worthy of protection, and each building in the National Register District has been evaluated, catalogued and issued a status of 'Contributing' or 'Non-Contributing'; and

WHEREAS, the City Commission realizes that all these changes may have a consequence of increasing demand for City services and on how these structures are handling for land development reasons; and

WHEREAS, the City requires time to review, consider, modify, process for adoption, and implementation regulations pertaining to the referenced zoning districts, and to evaluate the

extent that the existing zoning/land development regulation are effectively implementing the plan; and

WHEREAS, the Courts have recognized that a temporary moratorium is an important land-use planning tool as a means of preserving the status quo during the planning process to ensure the Community's problems are not exacerbated during the time it takes to formulate a regulatory scheme; and

WHEREAS, it is well-settled that permissible bases for land use restrictions include concern about the effect of the proposed development on traffic, on congestion, on surrounding property values, on demand for City services, and on other aspects of the general welfare. *WCI Communities, Inc.*, 885 So.2d at 915 and *Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993); and

WHEREAS, in applying an ordinance retroactively (1) there is clear evidence of legislative intent to apply the law retroactively, and (2) when allowed, the retroactive application is constitutionally permissible, in that the new law does not create new obligations, impose new penalties, or impair vested rights. *Jasinski v. City of Miami*, 269 F.Supp.2d 1341 (SD Fla. 2003); and

WHEREAS, for purposes of determining whether the retroactive application of a municipal ordinance impairs a vested right under Florida law, a vested right is defined as an immediate, fixed right of present enjoyment, *Id.*; and

WHEREAS, the moratorium is not the retroactive application of a tax; and

WHEREAS, the City is not interfering with a vested right obtained as a result of a final order from a City Land Use Board, or permit already obtained under the Florida Building Code; and

WHEREAS, the Mayor and City Commission desire to adopt a six (6) month moratorium on demolition permits within the two national historic districts in order to complete the above analysis to create and adopt the North Beach Master Plan.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

<u>SECTION 1</u>. <u>RECITALS.</u> The foregoing recitals are incorporated by this reference as if fully set forth in the text of this Ordinance. The recitals evidence the concern, motivations and reasons for imposition of this Ordinance.

SECTION 2. MORATORIUM AREA. As of the effective date hereof, there is hereby imposed a Moratorium on the acceptance of applications for or the processing of applications for the demolition of any "Contributing" structure within the North Beach Master Plan study area, within the two National Register Historic Districts: (1) the "North Shore National Register District:" generally bounded by 73rd Street to the south, Dickens Avenue, Hawthorne Avenue and Crespi Boulevard to the west, 87th Street to the north, and Collins Court to the east; and (2) the "Normandy Isles National Register District:" generally bounded by Biscayne Bay to the south, Ray Street, Rue Notre Dame and Rue Versailles to the west, Normandy Shores Golf Course to the north, and the western bulkhead of Indian Creek to the east, as delineated in the attached composite Exhibit A.

The moratorium will not prevent or affect: (i) applications that have received a Land Use Board Order issued prior to June 8, 2016; (ii) a building permit for demolition issued prior to June 8, , 2016; (iii) a lawful order of the building official; or (iv) an unsafe structures board order.

SECTION 3. CONSTRUCTION. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 4. DURATION OF MORATORIUM. This Ordinance shall remain in effect for one hundred eighty (180) days from effective date hereof, unless earlier rescinded, repealed or extended by an Ordinance or Resolution of the City Commission of the City of Miami Beach. Within ninety (90) days from the effective date hereof, the City staff shall provide an interim report to the City Commission as to the progress being made in the preparation of the Master Plan and any associated ordinances.

<u>SECTION 7. SEVERABILITY.</u> That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 8. REPEALER. All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective, RETROACTIVE, to June 8, 2016.

PASSED and ADO	PTED this day of	, 2016.
ATTEST:		MAYOR
CITY CLERK	······································	APPROVED AS TO FORM AND LANGUAGE & FOR EXECUTION 5-26-16
First Reading: Second Reading:	June 8, 2016 July 13, 2016	City Attorney Date

(Sponsored by: Commissioner Ricky Arriola)

Thomas Mooney, Ald Planning Director

<u>Underscore</u> denotes new language Strikethru denotes stricken language

Verified by:

MIAMIBEACH

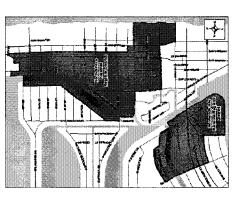
CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

JUNE 8, 2016

NOTICE IS HEREBY given that a First Reading Public Hearing, will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016 at 10:30 a.m., or as soon thereafter as the matter can be heard, to consider:

Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73^{ad} Street To The South, Dickens Avenue, Hawthorne Avenue And Črespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date.

Map Indicating The Area Covered By The Proposed Ordinance.



INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550. may be continued, and under such circumstances, additional legal notice need not be provided.

respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any option 6; TTY users may call via 711 (Florida Relay Service) Rafael E. Granado, City Clerk

City of Miami Beach

MIAMIBEACH

NOTICE OF PUBLIC HEARINGS CITY OF MIAMI BEACH JUNE 8, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can be heard, to consider:

An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[,]" By Adding A Subsection Entitled "(J) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87^{rh} Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District." Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Northe Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within Be Effective Upon First Reading OfThis Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. This Ordinance is being heard The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall pursuant to Section 2.05 of the City Charter and § 166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550

142-425(d) And (e), Of The City's Code, For The Allison Park Project, Located At 6475 Collins Avenue In Order To Obtain A Waiver Of Section 142-802(3), Of The City Code, In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Ten (10) Inches, In Order To Construct A Permanent Bench A Resolution Authorizing A Waiver From The Land Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section Structure As Part Of The Proposed Playground Design. This Resolution is being heard pursuant to Section 142-145 of the City's Land Development Code. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Office of the City Attorney at 305.673.7470.

A Resolution Adopting The Sixth Amendment To The Capital Budget For Fiscal Year 2015/16. This Resolution is being heard pursuant to Section 166.041 F.S. Inquiries may be directed to Budget & Performance Improvement Department at 305.673.7510.

5:01 p.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article III "Overlay Districts," Creating Division 10 "Ocean Terrace Overlay,"To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 235 Feet For Residential Uses And 125 Feet For Hotel Uses, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional, Accessory And Prohibited Uses; Providing For Repealer; Severability; Codification; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or Rafael E. Granado, City Clerk any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish. then option 6; TTY users may call via 711 (Florida Relay Service)

City of Miami Beach

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Condensed Title:

Second Reading to consider an Ordinance Amendment to the Land Development Regulations establishing the "Ocean Terrace Overlay".

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING - PUBLIC HEARING

The proposed Ordinance would amend the Land Development Regulations to establish the "Ocean Terrace Overlay" which would increase the maximum height for residential and hotel uses, modify setbacks, establish a maximum floor plate limitation, and establish a minimum tower separation.

On May 27, 2015 the Land Use and Development Committee recommended approval of the proposed overlay district.

On July 8, 2015, the City Commission approved the Overlay Ordinance Amendment at First Reading and set a Second Reading Public Hearing for December 9, 2015. This approval was subject to voter approval a proposed increase in FAR for the overlay. The voter referendum did not pass.

On May 11, 2016 the City Commission: 1) accepted the recommendation of the Land Use and Development Committee via separate motion; 2) approved the Overlay Ordinance Amendment at First Reading and set a Second Reading Public Hearing for June 8, 2016.

The Administration recommends that the City Commission adopt the Overlay Ordinance Amendment in accordance with the staff recommendations detailed in the analysis section of the commission memo.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 6-0), transmitted the proposal to the City Commission with a favorable recommendation.

Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas M	ooney		

Sign-Offs:	γ	\
Department Director	Assistant City Manager	City Manager
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MIAMIBEACH

AGENDA ITEM RSH DATE 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

IO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016 **\$ECOND READING - PUBLIC HEARING**

SUBJECT: Ocean Terrace Overlay – Land Development Regulations Amendment

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE III "OVERLAY DISTRICTS," CREATING DIVISION 10 "OCEAN TERRACE OVERLAY", TO MODIFY THE APPLICABLE **SETBACKS** AND **ALLOWABLE** ENCROACHMENTS, INCREASE THE ALLOWABLE HEIGHT TO 235 FEET FOR RESIDENTIAL USES AND 125 FEET FOR HOTEL USES, TO LIMIT THE MAXIMUM FLOORPLATE OF THE TOWER PORTION OF NEW BUILDINGS, TO PROVIDE A MINIMUM BUILDING SEPARATION FOR THE TOWER PORTION OF NEW BUILDINGS. TO MODIFY THE ALLOWABLE CONDITIONAL, MAIN. ACCESSORY AND PROHIBITED PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Overlay Ordinance Amendment in accordance with the staff recommendations detailed in the analysis.

BACKGROUND

On April 15, 2015, the City Commission referred this request to the Land Use and Development Committee (Item C4E). Additionally, the matter was referred to the Planning Board. On May 27, 2015 the Land Use and Development Committee recommended approval of the proposed overlay district.

On July 8, 2015, the City Commission approved the Overlay Ordinance Amendment at First Reading and set a Second Reading Public Hearing for December 9, 2015. This approval was subject to voter approval a proposed increase in FAR for the overlay. The voter referendum did not pass.

The original request for establishing the Ocean Terrace Overlay District required a comprehensive plan amendment and was affected by sections 1.03(c) of the City Charter, pertaining to increases in maximum allowable FAR. However, the proposal to

increase the zoned floor area ratio from 2.0 to 3.0 has been removed; consequently, the previously proposed comprehensive plan amendment is no longer required.

The current sponsor of the proposed ordinance is Commissioner Joy Malakoff.

PROPOSAL / ANALYSIS

An Overlay District is being proposed in order to encourage the redevelopment of the Ocean Terrace area in North Beach. As proposed, the Overlay would apply to the properties located between 73rd Street on the south, 75th Street on the north, Ocean Terrace on the east and Collins Avenue on the west. Currently the eastern portion of the proposed overlay (fronting Ocean Terrace) is zoned MXE (Mixed Use Entertainment) and the western portion (fronting Collins Avenue) is zoned CD-2 (Commercial, Medium Intensity).

The following is a summary of the proposed modifications to the Land Development Regulations:

- Increase the maximum height to 235 feet/22 stories for residential uses and 125 feet for hotel uses. Currently the maximum height is 75 feet/8 stories for MXE areas and 50 feet/5 for CD-2 areas.
- Modify Pedestal, Tower, and Subterranean Setbacks.
- Establish maximum floor plate limitation of 10,000 square feet, including balconies, for the tower portions of buildings; however the Historic Preservation Board has the flexibility to allow an increase up to 15,000 square feet, subject to Certificate of Appropriateness Criteria.
- Establish a 60 foot separation between towers, including balconies.

The proposal herein, specific to Ocean Terrace, seeks to modify the Land Development Regulations and create a zoning overlay. The changes proposed now only require legislative action. Previously (in 2015), the Land Use Committee and the Planning Board endorsed the proposed overlay, and the same framework is being proposed now for a future development project(s). Assuming this overlay is adopted, review and approval of the Historic Preservation Board will still be required for any future development application, inclusive of new construction, as well as any request to demolish structures within the proposed overlay.

The FAR portion of the proposed overlay, which would have increased the current maximum FAR from 2.0 to 3.0, was not approved by the electorate. Since that time the developer has re-thought the scope of the overlay and hired a new planning and architectural team to further study the existing conditions and develop regulations that could be more context sensitive.

The developer has proposed to maintain and preserve as many of the existing, contributing structures within the overlay as possible. Some of the existing structures are in an advanced state of structural decline, and may not be able to be retained. The developer has also proposed a lower scale around the perimeter of the site; this would be accomplished by retaining a greater portion of the existing structures, as well as

limiting the height and massing of new infill structures closest to the street.

The remaining, and largest portion of the allowable FAR would be distributed within either a slender residential tower, or a hotel tower. As proposed, the maximum height of a residential tower would be 235 feet and the maximum height for a hotel would be 125 feet. As envisioned by the developer, the proposed increase in height would afford more flexibility for the distribution of the allowable FAR. In this regard, rather than distributing the maximum permitted 2.0 FAR over a 75 foot building, the developer is proposing a much more slender tower with a maximum height of 235 feet.

Within a large development site, consisting of aggregated lots, flexibility in overall building height can have a positive impact on the established scale of a surrounding area. In this particular instance, the proposal to have a slender tower, with a limited footprint, surrounded by lower scale structures, is worthy of consideration. The established character of both Ocean Terrace and the larger Harding Townsite historic district is defined by a low scale, pedestrian sensitive building typology at the street level. The area contains a very unique identity as a result of the evolution of architectural styles over time, and has maintained its pedestrian oriented, sidewalk character.

UPDATE/SUMMARY

The subject overlay ordinance was approved at First Reading on May 11, 2016. As part of this First Reading approval, the City Commission directed the proposer to work with the City administration with regard to suggested modifications to the legislation, in order to ensure that the perimeter of the overlay consists of lower scale buildings.

As indicated previously, the administration believes that the substantial increase in residential and hotel tower height proposed in the overlay should be better balanced with tangible setback requirements for the pedestal portion of the perimeter of the project. This will ensure that the very tallest portion of the development is limited to a narrow tower and that the perimeter pedestal is maintained at a pedestrian level.

Staff has had a very productive dialogue with the developer's team since the First Reading approval. Pursuant to this dialogue, the following is a summary of the revised modifications being recommended as part of a Second Reading adoption of the overlay ordinance:

Purpose

 The purpose of the overlay would be expanded to specify that the scale, massing, and character of the existing building typology adjacent to the public sidewalks shall be maintained.

Pedestal Height

The maximum pedestal height would be reduced from 50 feet to 40 feet; all
portions of the building less than 40 feet in height would be considered the
pedestal portion of the building. However, the Historic Preservation Board would
have the authority to allow up to a 45 foot pedestal.

Pedestal Front Setback

• For buildings along Collins Avenue (CD-2), the zero (0) foot minimum setback would apply to the first 25 feet of building height, or the height of the existing

building, whichever is greater. Thereafter, a five (5) foot minimum setback would be required for those portions of new buildings within the remaining pedestal height.

For buildings along Ocean Terrace (MXE), the five (5) foot setback would apply
to the first 20 feet of building height, or the height of the existing building,
whichever is greater. Thereafter, a 20 foot minimum setback from the property
line would be required for those portions of new buildings within the remaining
pedestal height.

Pedestal Side Street Setback

- For properties fronting 75th Street, a zero (0) foot setback.
- For properties fronting 73rd or 74th street, a zero (0) foot minimum setback for the first 20 feet of building height, or the height of the existing building, whichever is greater, and a 20 foot minimum setback for those portions of new buildings within the remaining pedestal height.

Tower Height

The minimum tower height would be reduced from 50 feet to 40 feet; all portions
of the building greater than 40 feet in height would be considered the tower
portion of a building, unless the Historic Preservation Board allows for a higher
pedestal height.

Tower Front Setback

 For buildings along Collins Avenue (CD-2), the minimum setback would be increased from 20 feet to 30 feet.

Tower Side Street Setback

 The minimum setback would be 25 feet for the first 125 feet of building height and 50 feet for those portions of new buildings within the remaining tower height

Historic Preservation Board Discretion on Setbacks

 Similar to the maximum floor plate revisions, the historic preservation board would have discretion over the setback requirements within the overlay, provided any such relaxation does not exceed the minimum requirements of the underlying zoning district and that the appropriateness criteria in chapter 118 is satisfied.

Building Separation

• In order to allow for flexibility in combining roof decks above, the minimum horizontal separation between the tower portions of two (2) buildings would apply to any portion of new construction greater than 60 feet in height.

Uses Along Ocean Terrace

 Revised use thresholds are proposed for Ocean Terrace to foster a better dialogue with the sidewalk and encourage pedestrian walkability. In this regard, buildings with frontage on Ocean Terrace should have an 'active' use on the ground floor with an entrance that opens onto Ocean Terrace.

PLANNING BOARD REVIEW

On June 23, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission adopt the proposed overlay ordinance, subject to the following modifications (<u>in bold double underscore</u>):

Sec. 142-874. Location and purpose.

- (a) The overlay regulations of this division shall apply to the properties identified in the Map below:
- (b) The purpose of this overlay district is to:
 - Stimulate neighborhood revitalization and encourage new development and renovation of important historic buildings within the Ocean Terrace / Collins Avenue corridor.
 - (2) Encourage private property owners to assemble and redevelop properties comprehensively rather than in a piecemeal fashion.
 - (3) Improve the pedestrian environment of the neighborhood.
 - (4) <u>Maintain the scale, massing, and character of the existing building typology adjacent to the public sidewalks.</u>

Sec. 142-875. Compliance with regulations.

The following overlay regulations shall apply to the Ocean Terrace Overlay. All development regulations in the underlying regulations shall apply, except as follows:

- (a) Setbacks.
 - (1) When a lot or combination of lots abuts two (2) or more streets, the required yards shall be classified as follows:
 - a. <u>Front. The areas abutting Collins Avenue and Ocean Terrace.</u>
 - b. <u>Side, Street.</u> The areas abutting either 73rd, 74th or 75th <u>Streets.</u>
 - c. <u>Side, Interior. The areas abutting an adjacent property.</u>

 For a lot or combination of lots that have two front setbacks as defined in this section, the remaining yards not facing a street shall be classified as a side interior.
 - (2) Pedestal.

<u>Pedestal</u> shall means that portion of a building or structure which is equal to or less than 40 feet in height. The Historic Preservation

Board may allow for an increase in the pedestal height, not to exceed 45 feet in height, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

- a. Front:
 - 1. For buildings situated on properties with an underlying designation of CD-2, zero (0) feet for the first 25 feet of building height, or the height of the existing building, whichever is greater. Five (5) feet for those portions of new buildings within the remaining pedestal height.
 - 2. For buildings situated on properties with an underlying designation of MXE, five (5) feet, for the first 20 feet of building height, or the height of the existing building, whichever is greater. 20 feet for those portions of new buildings within the remaining pedestal height.
- b. Side street. For properties fronting 75th Street, zero (0) feet, regardless of the underlying zoning designation. For properties fronting 73rd or 74th street, regardless of the underlying zoning designation, zero (0) feet for the first 20 feet of building height, or the height of the existing building, whichever is greater and 20 feet for those portions of new buildings within the remaining pedestal height.
- c. Side interior.
 - 1. <u>For buildings situated on properties with an underlying designation of CD-2</u>, zero (0) feet.
 - 2. <u>For buildings situated on properties with an underlying designation of MXE, 7.5 feet.</u>
- (3) <u>Tower.</u>

Tower means that portion of a building or structure which exceeds 40 feet in height. Notwithstanding the foregoing, should the Historic Preservation Board allow for an increase in the pedestal height, not to exceed 45 feet in height, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations, the tower height shall start from the pedestal height approved by the Historic Preservation Board.

- a. Front.
 - 1. <u>For buildings situated on properties with an underlying designation of CD-2, **29 30** feet.</u>
 - 2. <u>For buildings situated on properties with an underlying designation of MXE, **50 55** feet.</u>
- b. Side street. 20 25 feet for the first 125 feet of building height, 50 feet for those portions of new buildings within the remaining tower height, regardless of the underlying zoning designation.
- c. <u>Side interior. 20 feet regardless of the underlying zoning designation.</u>

- (4) Subterranean. Zero (0) feet for all yards regardless of the underlying zoning designation.
- (5) The Historic Preservation Board may allow for a decrease in the above noted minimum setback requirements, but no less than the minimum setback requirements in the underlying zoning district regulations, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.
- (b) Allowable encroachments and projections, consistent with Section 142-1132(o), within required yards.
 - (1) Exterior unenclosed private balconies and pool decks.
 - a. <u>For buildings situated on properties with an underlying designation of CD-2, allowable encroachment is 7.5 feet into any required yard.</u>
 - b. <u>For buildings situated on properties with an underlying designation of MXE:</u>
 - 1. Allowable front yard encroachments are
 - i. 12 feet for the pedestal.
 - ii. Eight (8) feet for the tower.
 - 2. <u>Allowable side interior yard encroachment is six (6) feet.</u>
 - Ground level porches, platforms and terraces (up to 30 inches above the elevation of the lot) are allowed to project into a required yard for a distance not to exceed 50 percent of the required yard up to a maximum projection of five (5) feet.

(c) Height.

- (1) For main use residential buildings: lot area less than 20,000 square feet—
 the maximum height is based on the underlying zoning regulations; lot
 area equal to or greater than 20,000 square feet and having frontage on
 both Collins Avenue and Ocean Terrace—235 feet.
- (2) For main use hotel buildings: lot area less than 20,000 square feet—the maximum height is based on the underlying zoning regulations; lot area equal to or greater than 20,000 square feet and having frontage on both Collins Avenue and Ocean Terrace—125 feet.
- (3) All other buildings the maximum height is as provided in the underlying zoning regulations.
- (4) The maximum number of stories is 22 stories.
- (d) Floor plate. The maximum floor plate size for the tower portion of a building is 10,000 square feet, including balconies, per floor. The Historic Preservation Board may allow for an increase in the overall floor plate, up to a maximum of 15,000 square feet, including balconies, per floor, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.
- (e) <u>Building separation</u>. All new construction shall comply with the following, as <u>applicable</u>:

- (1) For any portion of new construction greater than 60 feet in height, the minimum horizontal separation between the tower portion of two (2) buildings, including balconies, is 60 feet.
- Two (2) buildings used as a hotel may be connected in the tower portion of the buildings by a one-story, enclosed pedestrian bridge, for circulation purposes only, if approved by the historic preservation board in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.
- The separation requirement between two (2) existing contributing structures, or between an existing contributing structure and a new building, may be waived by the historic preservation board in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

(f) Permitted Uses.

- (1) The main permitted uses in the Ocean Terrace Overlay District are:
 - a. Apartments;
 - b. <u>Apartment/hotels</u>;
 - c. Hotels;
 - d. Commercial:
 - e. <u>Uses that serve alcoholic beverages as listed in Chapter 6</u>
 (alcoholic beverages) or as specified elsewhere in the Land Development Regulations.
- (2) The conditional uses in the Ocean Terrace Overlay District are:
 - a. Public and private cultural institutions open to the public;
 - b. Banquet facilities, defined as an establishment that provides catering and entertainment to private parties on the premises and are not otherwise accessory to another main use;
 - c. <u>Outdoor entertainment establishments</u>;
 - d. Neighborhood impact establishments:
 - e. <u>Open air entertainment establishments</u>;
 - f. Main use parking garages;
 - g. Public and private institutions;
 - h. <u>Food store selling alcoholic beverages.</u>

(a) Prohibited Uses

- (1) Package alcohol store.
- (h) Additional Development Regulations. Buildings with frontage on Collins Avenue shall have either retail or restaurant uses (which may include neighborhood impact establishment uses) on the front 50 feet of depth of the ground floor with an entrance that opens onto Collins Avenue. Buildings with frontage on Ocean Terrace shall have active uses on the ground floor with an entrance that opens onto Ocean Terrace.

JLM/SMT/TRM

T:\AGENDA\2016\June\Planning\Ocean Terrace Overlay LDR - 2nd READING MEM.docx

Granado, Rafael

From:

Aleman, John

Sent:

Monday, May 09, 2016 2:38 PM

To:

Granado, Rafael

Subject:

FW: Ocean Terrace

Attachments:

Letter in Support of Ocean Terrace Development 5-8-16.docx

Hello, can you please add this letter to the material for item R5D? Thanks, John

From: Mark Keller [mailto:MKeller@edge-funds.com]

Sent: Sunday, May 08, 2016 10:46 AM

To: Aleman, John **Subject:** Ocean Terrace

Dear Commissioner Aleman,

I have attached a letter from the Homeowners of Altos Del Mar in support the redevelopment of the Ocean Terrace

block in North Beach.

Mark Keller



Edge Fund Advisors

www.edge-funds.com

Mark R. Keller

Chief Executive Officer

7815 Atlantic Way

Miami Beach, Florida 33141

www.edge-funds.com

(305) 763-9492

5301 Wisconsin Avenue, NW Suite 740 Washington, D.C. 20015 (202) 537-0770

This email and any files transmitted with it are intended solely for the use of the individual or entity to which they are addressed. It may contain confidential or proprietary information and may be subject to the attorney-client privilege, solicitor-client privilege or other confidentiality protections. If you have received this e-mail in error, you should not retain, copy or use this e-mail or any files transmitted with it for any purpose, nor disclose all or part of the contents to any other person. In such case, please notify the sender and permanently delete the e-mail and any files transmitted with it immediately.



Altos Del Mar Homeowners Association, Inc

May 8, 2016

City of Miami Beach City Commission 1700 Convention Center Drive Miami Beach, FL 33139

Dear City of Miami Beach Commissioners and Mayor,

I am writing as President of the Board of Directors of the Homeowners Association for the historic district of Altos Del Mar. As you know Altos Del Mar's rebirth is a major part of North Beach's growth and we should all be proud of the high standards by which the new homes and the Altos community have aspired to. A historic community located directly on the beach between two major public parks must continue to be protected by smart development and public sector decisions.

We have reviewed the developer's concept and proposed development and I am writing on behalf of all of our homeowners to inform you that we support of the *Ocean Terrace Redevelopment Plan*, a project that will continue what Altos Del Mar started in 2005. Ocean Terrace will continue to transform our neighborhood by making this section of North Beach enjoyable for the entire community. The current blighted conditions that exist on the block represent everything we should want to demolish since in its current condition it is a magnet for crime and decay. We believe the redevelopment of Ocean Terrace will benefit all residents and significantly help drive the local economy, something this area desperately needs and something the homeowners of Altos Del Mar support and would enjoy with our families.

The Redevelopment Plan for Ocean Terrance improves our local community while maintaining the character of historic North Beach and acts as a buffer against further encroachment towards the Altos Del Mar historic park and housing community. The revitalized retail and ocean front commercial area will attract residence and tourist to enjoy the beach, new shops and hotel. The redevelopment will go along way in displacing the current bad elements that impact this area by replacing them with a vibrant community, whereas today, there is none.

Our Board of Directors and homeowners have met with the Ocean Terrace development team and they have listened and been responsive to our concerns. We believe the enhanced pedestrian experience through wider sidewalks; improved landscaping and outdoor seating options will permit our residence the opportunity to walk two blocks through the revitalized Ocean Terrace block to enjoy the



Altos Del Mar Homeowners Association, Inc

bandshell, arts and other community benefits by making the Ocean Terrace block more pedestrian friendly.

We remain very concerned with other proposed plans the City has for public restrooms and park amenities which we feel could lead to further crime and encouraging the homeless population and other elements to congregate in the park, but we feel the Ocean Terrace project is a step in the right direction for North Beach and our neighborhood.

Please join Altos Del Mar in support of the *Ocean Terrace Redevelopment Plan*. Our Homeowners look to you to ensure our community continues to thrive. I will be attending the hearing on May 11th and would be pleased to present our views to the Commission.

Sincerely,

Mark Keller

Mark R. Keller President of the Board of Directors Altos Del Mar Homeowners Association.

OCEAN TERRACE OVERLAY - LDR AMENDMENTS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE III "OVERLAY DISTRICTS," CREATING DIVISION 10 "OCEAN TERRACE OVERLAY", TO MODIFY THE APPLICABLE **SETBACKS** AND **ALLOWABLE** ENCROACHMENTS, INCREASE THE ALLOWABLE HEIGHT TO 235 FEET FOR RESIDENTIAL USES AND 125 FEET FOR HOTEL USES, TO LIMIT THE MAXIMUM FLOORPLATE OF THE TOWER PORTION OF NEW BUILDINGS. TO PROVIDE A MINIMUM BUILDING SEPARATION FOR THE TOWER PORTION OF NEW BUILDINGS, TO MODIFY THE ALLOWABLE MAIN, CONDITIONAL, ACCESSORY AND PROHIBITED USES; PROVIDING FOR REPEALER: SEVERABILITY: CODIFICATION: AND AN EFFECTIVE DATE.

WHEREAS, the corridor of Collins Avenue between 73rd and 75th Streets was a vibrant, commercial corridor that served the retailing needs of the local neighborhood and tourists in the 1950s and 1960s; and

WHEREAS, the Collins Avenue corridor and area surrounding Ocean Terrace has deteriorated and seen limited improvement over the years, and has faced financial constraints and neighborhood adjustments that have diminished the general condition of the neighborhood; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize new development within the Ocean Terrace and Collins Avenue corridor; and

WHEREAS, the City desires to encourage private property owners to assemble and redevelop properties comprehensively rather than in a piecemeal fashion; and

WHEREAS, the City of Miami Beach desires to create an overlay zoning district for the two-block area located between Ocean Terrace and Collins Avenue in-between 73rd and 75th Streets, which overlay may assist in improving the neighborhood by providing stimulus to the community through new commercial and residential uses, as well as other design criteria and density limits to encourage reinvestment; and

WHEREAS, the purpose of the Ocean Terrace Overlay district is to stimulate neighborhood revitalization, encourage new development and renovation of important historic buildings within the Ocean Terrace/Collins Avenue corridor, and improve the pedestrian environment of the neighborhood; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

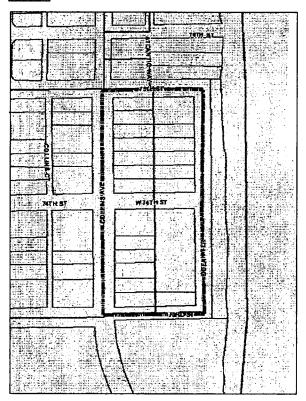
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, Article III entitled "Overlay Districts", Division 10 "Ocean Terrace Overlay" is hereby created as follows:

DIVISION 10. OCEAN TERRACE OVERLAY

Sec. 142-874. Location and purpose.

(a) The overlay regulations of this division shall apply to the properties identified in the Map below:



(b) The purpose of this overlay district is to:

- (1) Stimulate neighborhood revitalization and encourage new development and renovation of important historic buildings within the Ocean Terrace / Collins Avenue corridor.
- (2) Encourage private property owners to assemble and redevelop properties comprehensively rather than in a piecemeal fashion.
- (3) Improve the pedestrian environment of the neighborhood.

Sec. 142-875. Compliance with regulations.

The following overlay regulations shall apply to the Ocean Terrace Overlay. All development regulations in the underlying regulations shall apply, except as follows:

(a) Setbacks.

- (1) When a lot or combination of lots abuts two (2) or more streets, the required yards shall be classified as follows:
 - a. <u>Front. The areas abutting Collins Avenue and Ocean Terrace.</u>
 - b. Side, Street. The areas abutting either 73rd, 74th or 75th Streets.

c. <u>Side, Interior. The areas abutting an adjacent property. For a lot or combination of lots that have two front setbacks as defined in this section, the remaining yards not facing a street shall be classified as a side interior.</u>

(2) Pedestal.

- a. <u>Front:</u>
 - 1. For buildings situated on properties with an underlying designation of CD-2, zero (0) feet.
 - 2. <u>For buildings situated on properties with an underlying designation of MXE, five (5) feet.</u>
- b. Side street. Zero (0) feet, regardless of the underlying zoning designation.
- c. Side interior.
 - 1. <u>For buildings situated on properties with an underlying</u> designation of CD-2, zero (0) feet.
 - 2. <u>For buildings situated on properties with an underlying designation of MXE, 7.5 feet.</u>

(3) Tower.

- a. Front.
 - 1. <u>For buildings situated on properties with an underlying designation of CD-2, 20 feet.</u>
 - 2. <u>For buildings situated on properties with an underlying</u> designation of MXE, 50 feet.
- b. <u>Side street. 20 feet regardless of the underlying zoning</u> designation.
- c. <u>Side interior. 20 feet regardless of the underlying zoning</u> designation.
- (4) Subterranean. Zero (0) feet for all yards regardless of the underlying zoning designation.
- (b) Allowable encroachments and projections, consistent with Section 142-1132(o), within required yards.
 - (1) Exterior unenclosed private balconies.
 - a. For buildings situated on properties with an underlying designation of CD-2, allowable encroachment is 7.5 feet into any required yard.
 - b. <u>For buildings situated on properties with an underlying designation</u> of MXE:
 - 1. <u>Allowable front yard encroachment is eight (8) feet.</u>
 - 2. Allowable side interior yard encroachment is six (6) feet.
 - (2) Ground level porches, platforms and terraces (up to 30 inches above the elevation of the lot) are allowed to project into a required yard for a distance not to exceed 50 percent of the required yard up to a maximum projection of five (5) feet.

(c) Height.

(1) For main use residential buildings: lot area less than 20,000 square feet—the maximum height is based on the underlying zoning regulations; lot area equal to or greater than 20,000 square feet and having frontage on both Collins Avenue and Ocean Terrace—235 feet.

- (2) For main use hotel buildings: lot area less than 20,000 square feet—the maximum height is based on the underlying zoning regulations; lot area equal to or greater than 20,000 square feet and having frontage on both Collins Avenue and Ocean Terrace —125 feet.
- (3) All other buildings the maximum height is as provided in the underlying zoning regulations.
- (4) The maximum number of stories is 22 stories.
- (d) Floor plate. The maximum floor plate size for the tower portion of a building is 10,000 square feet, including balconies, per floor. The Historic Preservation Board may allow for an increase in the overall floor plate, up to a maximum of 15,000 square feet, including balconies, per floor, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.
- (e) Building separation. All new construction shall comply with the following, as applicable:
 - (1) The minimum horizontal separation between the tower portion of two (2) buildings, including balconies, is 60 feet.
 - (2) Two (2) buildings used as a hotel may be connected in the tower portion of the buildings by a one-story, enclosed pedestrian bridge, for circulation purposes only, if approved by the historic preservation board in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.
 - (3) The separation requirement between two (2) existing contributing structures, or between an existing contributing structure and a new building, may be waived by the historic preservation board in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

(f) Permitted Uses.

- (1) The main permitted uses in the Ocean Terrace Overlay District are:
 - a. Apartments;
 - b. Apartment/hotels;
 - c. Hotels;
 - d. Commercial;
 - e. <u>Uses that serve alcoholic beverages as listed in Chapter 6</u>
 (alcoholic beverages) or as specified elsewhere in the Land Development Regulations.
- (2) The conditional uses in the Ocean Terrace Overlay District are:
 - a. Public and private cultural institutions open to the public;
 - b. Banquet facilities, defined as an establishment that provides catering and entertainment to private parties on the premises and are not otherwise accessory to another main use;
 - c. Outdoor entertainment establishments;
 - d. Neighborhood impact establishments;
 - e. Open air entertainment establishments;
 - f. <u>Main use parking garages</u>;
 - g. Public and private institutions;
 - h. Food store selling alcoholic beverages.

- (g) Prohibited Uses
 - (1) Package alcohol store.
- (h) Additional Development Regulations. Buildings with frontage on Collins Avenue shall have either retail or restaurant uses (which may include neighborhood impact establishment uses) on the front 50 feet of depth of the ground floor with an entrance that opens onto Collins Avenue.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

[Sponsor: Commissioner Joy Malakoff]

T:\AGENDA\2016\May\Planning\Ocean Terrace Overlay LDR - First Reading ORD.docx

This Ordinance shall take effect ten days following adoption.

_ day of	, 2016.
Philip Levine Mayor	
	APPROVED AS TO FORM AND LANGUAGE & FOR EXECUTION
-3.	City Attorney Date
	for the second
_	
	Philip Levine

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MIAMI BEACH CODE OF ORDINANCES NOTICE OF PUBLIC HEARING

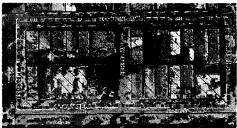
JUNE 8, 2016

NOTICE IS HEREBY GIVEN that the following second reading/public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at 5:01 p.m., or as soon thereafter as the matter can be heard:

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article III "Overlay Districts," Creating Division 10 "Ocean Terrace Overlay," To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 235 Feet For Residential Uses And 125 Feet For Hotel Uses, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional, Accessory And Prohibited Uses; Providing For Repealer; Severability; Codification; And An Effective Date.

Inquiries may be directed to the Planning Department at 305.673.7550. This ordinance is being heard pursuant to 118-164, of the City's Land Development Code.





INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This item may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6;TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado City Clerk

Ad 1146

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can be heard, to consider:

JUNE 8, 2016

1.25 a m

An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[,]" By Adding A Subsection Entitled "(J) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

1-30 a m

For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. This Ordinance is being heard An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73d Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi BoulevardTo The West, 87th Street To The North, And Collins CourtTo The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Accepted By The City; Providing Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550

10:35 a.m.

142-425(d) And (e), OfThe City's Code, For The Allison Park Project, Located At 6475 Collins Avenue In Order To Obtain A Waiver Of Section 142-802(3), OfThe City Code, In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Ten (10) Inches, In Order To Construct A Permanent Bench A Resolution Authorizing A Waiver From The Land Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section Structure As Part Of The Proposed Playground Design. This Resolution is being heard pursuant to Section 142-145 of the City's Land Development Code. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Office of the City Attorney at 305.673.7470.

10:40 a.m.

A Resolution Adopting The Sixth Amendment To The Capital Budget For Fiscal Year 2015/16. This Resolution is being heard pursuant to Section 166.041 F.S. Inquiries may be directed to Budget & Performance Improvement Department at 305.673.7510.

01 p.m

Increase The Allowable Height To 235 Feet For Residential Uses And 125 Feet For Hotel Uses, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional, Accessory And An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Prohibited Uses; Providing For Repealer; Severability; Codification; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the Regulations," Article III "Overlay Districts," Creating Division 10 "Ocean Terrace Overlay," To Modify The Applicable Setbacks And Allowable Encroachments, City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286,0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, hen option 6; TTY users may call via 711 (Florida Relay Service).

Ad No. 1158

Rafael E. Granado, City Clerk City of Miami Beach

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Condensed Title:

First Reading to consider an Ordinance Amendment to the Land Development Regulations modifying the Conditional Use regulations in the RM-2 Zoning District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING - PUBLIC HEARING

The proposed Ordinance would amend the Land Development Regulations by adding a 'hall-for-hire' to the list of conditional uses in the RM-2 district for certain properties located within the Museum Local Historic District.

On March 30, 2016 the Land Use and Development Committee recommended approval of the proposed ordinance. On April 13, 2016, the City Commission referred the item to the Planning Board for review.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; 2) approve the proposed Ordinance Amendment at First Reading and; 3) set a Second Reading Public Hearing for July 13, 2016.

Advisory Board Recommendation:

On May 24, 2016, the Planning Board (vote of 4-0), transmitted the proposal to the City Commission with a favorable recommendation.

Financial Information:

Source of		Amount	Account
Funds:	1		A STATE OF THE STA
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

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-Offs:			
Department Director	Assistant City Manager		City Manager
	DH NM		\sim

MIAMIBEACH

AGENDA ITEM RSI

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016 | FIRST READING – PUBLIC HEARING

SUBJECT: Hall For Hire Use In Museum Historic District

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION IV, "RM-2 RESIDENTIAL MULTIFAMILY, MEDIUM INTENSITY," TO AMEND SECTION 142-213, "CONDITIONAL USES," TO INCLUDE REQUIREMENTS PERTAINING TO HALL FOR HIRE USES FOR PROPERTIES LOCATED WITHIN THE LOCALLY DESIGNATED MUSEUM HISTORIC PRESERVATION DISTRICT; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

BACKGROUND

On December 9, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred this request to the Land Use and Development Committee (Item C4A). On January 20, 2016, the Land Use and Development Committee (LUDC) discussed and continued the item to a date certain of February 17, 2016.

On February 17, 2016, representatives of Temple Emanue-el addressed the LUDC and summarized their proposal, as well as outreach efforts to surrounding residential structures. The Land Use Committee directed staff to prepare a draft Ordinance in accordance with the discussion and continued the matter to March 30, 2016.

On March 30, 2016, the LUDC discussed the item and recommended that the City Commission refer the request to the Planning Board. On April 13, 2016, the City Commission referred the proposed ordinance to the Planning Board.

ANALYSIS

The RM-2 residential multifamily, medium intensity district is designed for medium intensity multi-family residences. The main permitted uses in the RM-2 district are single-family detached dwellings, townhomes, apartments, apartment-hotels, and hotels. The following are 'Conditional Uses' within the RM-2 zoning district:

- Adult Congregate Living Facility;
- Day Care Facility;
- Nursing Home;
- Stand-alone Religious Institutions;
- Private And Public Institutions;
- Schools;
- Commercial or Noncommercial Parking Lots And Garages;
- Accessory Neighborhood Impact Establishment.

Temple Emanue-el, located at 1701 Washington Avenue, was built in 1947 as a religious institution. In 1975 an activity center was constructed as an addition on the north side of the property. The subject property is zoned RM-2; the existing structure on site is classified as 'contributing' and is located within the boundaries of the Museum Local Historic District.

The definition of 'religious institution' in section 114.1 of the city code allows for catering of certain types of events (e.g., weddings, confirmations, and coming-of-age events), but does not allow for a hall for hire use for private events not covered in the definition. A proposal has been put forward by Temple Emanuel to expand the type of public and private events allowed on the property. In order to accomplish this, the code would need to be amended in order to allow for a hall-for-hire use within the RM-2 zoning district.

The attached ordinance would add a 'hall-for-hire' to the list of conditional uses in the RM-2 district for properties located within the Museum Local Historic District (see attached map illustrating the boundaries of this area). Such an amendment would not be limited to a single piece of property, and would give the operators of Temple Emanue-el latitude to accommodate non-religious events and meetings in the attached accessory structure. Further, as the proposed hall-for-hire use would require the review and approval of the Planning Board, appropriate intensities of use, as well operational safeguards would be at the discretion of the Planning Board.

Additionally, in order to ensure that a future hall-for-hire use is compatible with the medium scale, residential character of the immediate geographical area, the following has been incorporated into the proposed code amendment:

- The prohibition of dance halls, entertainment establishments, neighborhood impact establishments, outdoor entertainment establishments, open air entertainment establishments and outdoor music (including background music), proposed to be operated on a permanent basis.
- Stand-alone bars and alcoholic beverage establishments shall be prohibited.

PLANNING BOARD REVIEW

On May 24, 2016, the Planning Board (by a 4-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

JLM/SMT/TRM

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HALL FOR HIRE USE IN MUSEUM HISTORIC DISTRICT

ORDINANCE	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION IV, "RM-2 RESIDENTIAL MULTIFAMILY, MEDIUM INTENSITY," TO AMEND SECTION 142-213, "CONDITIONAL USES," TO INCLUDE REQUIREMENTS PERTAINING TO HALL FOR HIRE USES FOR PROPERTIES LOCATED WITHIN THE LOCALLY DESIGNATED MUSEUM HISTORIC PRESERVATION DISTRICT: PROVIDING FOR REPEALER: SEVERABILITY: CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Section 142-213 of the City Code regulates conditional uses within the Residential Multifamily Medium Intensity, RM-2, zoning district; and

WHEREAS, the Mayor and City Commission desire to amend Section 142-213 to permit existing religious institutions in the locally designated Museum Historic Preservation District to obtain conditional use approval for a hall for hire use, subject to certain restrictions; and

WHEREAS, the religious institution use often has ancillary areas utilized for group gatherings, and such facilities could be used as a "Hall for Hire," so that such religious institutions can support themselves and such use would be compatible with the surrounding area; and

WHEREAS, the Planning Board recommended approval of this Ordinance at its meeting dated May 24, 2016 by a vote of 4-0; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity", of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 142
ZONING DISTRICTS AND REGULATIONS

ARTICLE II. – DISTRICT REGULATIONS

DIVISION 3. – RESIDENTIAL MULTIFAMILY DISTRICTS

Subdivision IV. - RM-2 Residential Multifamily, Medium Intensity

Sec. 142-213. Conditional uses.

- (a) The conditional uses in the RM-2 residential multifamily, medium intensity district are adult congregate living facility; day care facility; nursing home; stand-alone religious institutions; private and public institutions; schools; commercial or noncommercial parking lots and garages; and accessory neighborhood impact establishment; as set forth in article V, division 6 of this chapter.
- (b) Museum Historic Preservation District. In addition to the conditional uses specified in section 142-213(a), existing religious institutions located on properties in the Museum Historic Preservation District, which contain a contributing structure, may obtain conditional use approval for a separate hall for hire use within the interior of the existing religious institution. Any such hall for hire use shall comply with the following additional regulations:
 - (1) Entertainment may only be permitted in the hall for hire;
 - (2) The hall for hire use shall cease operations by 11:00 PM on Sunday through Thursday, and by 12:00 AM on Friday and Saturday;
 - (3) Only the property owner, its subsidiaries, and its invited guests may hold events at the hall for hire;
 - (4) Restaurants, stand-alone bars, and alcoholic beverage establishments, shall be prohibited;
 - (5) Outdoor dining, outdoor entertainment, open-air entertainment uses, outdoor speakers and outdoor music shall be prohibited;
 - (6) There shall be no variances from the provisions of Section 142-213(b).

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

<u>Underline</u> = new language

Strikethrough = deleted language

[Sponsor: Commissioner Joy Malakoff]
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This Ordinance	shall take	effect ten	days	following	adoption
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PASSED AND ADOPTED this	day of	, 2016.
ATTEST:	Philip Levi Mayor	ine
Rafael E. Granado City Clerk	FC	PPROVED AS TO PRIME LANGUAGE FOR EXECUTION 5-25-16
First Reading: June 8, 2016 Second Reading: July 13, 2016 Verified By: Thomas R. Mooney, Alcoholing Director	2	y Attorney Date

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING ORDINANCE REGULATING HALL FOR HIRE USE IN MUSEUM HISTORIC DISTRICT

JUNE 8, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on June 8, 2016 at 5:02 p.m., or as soon thereafter as the matter can be heard, to consider the adoption of the following ordinance:

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date.

This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk City of Miami Beach

Ad 1164

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

JUNE 8, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, June 8, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:45 a.m.

A Resolution, Following A Duly Advertised Public Hearing, And Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And South Florida Seniors In Action, Inc (Tenant), For The Use Of Approximately 142 Square Feet Of City-Owned Property, Located On The First Floor At 833 6th Street, Miami Beach, Florida (Premises), For A Term Of Thirty-Nine (39) Months, Commencing July 1, 2016 And Ending September 30, 2019. This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.

10:46 a.m.

A Resolution, Following A Duly Advertised Public Hearing, And Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And Lighthouse Church Of Miami Beach, Inc. (Tenant), For The Use Of Approximately 82 Square Feet Of City-Owned Property, Located On The First Floor At 833 6th Street, Miami Beach, Florida (Premises), For A Term Of Thirty-Nine (39) Months, Commencing July 1, 2016 And Ending September 30, 2019. This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.

5:02 p.m.

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk City of Miami Beach

Ad No. 1163

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R5J An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5, Entitled "Campaign Finance Reform," By Adding Thereto Section 2-491 Entitled "Prohibited Lobbying By Campaign Consultants," Prohibiting Campaign Consultants And Certain Affiliated Persons Or Entities From Lobbying City Commission For 12 Months Subsequent To Swearing In Of Subject Elected Official(s), Establishing Definitions, And Limited Exemption; Providing For Repealer, Severability, Codification, And An Effective Date. First Reading

(Sponsored by Commissioner Kristen Rosen Gonzalez)
(Legislative Tracking: Office of the City Attorney)
(Deferred from April 27, 2016 - R5B)
(Item to be Submitted in Supplemental)

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul J. Aguila, City Attorney

DATE: June 8, 2016 / FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE III, ENTITLED "AGENCIES, BOARDS AND COMMITTEES," BY CREATING A CAPITAL IMPROVEMENT PROJECTS OVERSIGHT COMMITTEE IN DIVISION 28, AND PROVIDING FOR THE ESTABLISHMENT, PURPOSE, POWERS AND DUTIES, COMPOSITION, AND SUPPORTING DEPARTMENT FOR THE COMMITTEE IN SECTION 2-190.27; PROVIDING FOR REPEALER SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the above-referenced Ordinance was drafted to create a Capital Improvement Projects Oversight Committee in the City of Miami Beach. This Ordinance is submitted for consideration by the Mayor and City Commission on First Reading. Pursuant to Section 2-27 of the Miami Beach City Code, a 5/7th affirmative vote is required for the creation of this Committee.

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OR	DIN	ANCE	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH. "ADMINISTRATION," BY AMENDING ARTICLE III, ENTITLED "AGENCIES, BOARDS AND COMMITTEES," BY CREATING A CAPITAL IMPROVEMENT PROJECTS OVERSIGHT COMMITTEE IN DIVISION 28, AND PROVIDING FOR THE ESTABLISHMENT. PURPOSE. POWERS AND DUTIES, COMPOSITION. AND SUPPORTING DEPARTMENT FOR THE COMMITTEE IN SECTION 2-PROVIDING 190.27: FOR REPEALER SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in order to provide additional professional expertise and input on the City's capital improvement projects, a Capital Improvement Projects Oversight Committee should be established as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 2, Article III, Division 28, Section 2-190.27 of the Code of the City of Miami Beach is hereby amended as follows:

CHAPTER 2 ADMINISTRATION

Article III. Agencies, Boards and Committees.

Division 28. Reserved. Capital Improvement Projects Oversight Committee

Sec. 2-190.127. Reserved Establishment, purpose; powers and duties; composition; supporting department.

(a) Established.

The mayor and city commission hereby establish a capital improvement projects oversight committee whose purpose, powers and duties, composition, and general governing regulations are set forth in this division.

(b) Purpose.

The purpose of the committee is to serve in an advisory capacity to the city commission and city manager on matters pertaining to the oversight and successful implementation of capital improvement projects initiated and undertaken by the City of Miami Beach.

(c) Powers and duties.

The committee shall serve in an advisory capacity to the city commission and city manager for the purposes set forth in this Division.

(d) Composition.

The committee shall consist of nine (9) voting members, eight (8) of whom shall be appointed by the city commission as a whole (at-large appointees), and one (1) non-voting ex-officio member who shall be an at-large appointee selected from three nominees proposed by the city's disability access committee or its successor committee; provided, however, that the mayor or any city commissioner may supplement the disability access committee's suggested nominees and, if a member is not approved from the disability access committee's recommended nominees, or any of the nominees proposed by the mayor or the individual city commissioners, the disability access committee shall submit new nominees for consideration until the ex-officio position has been filled. The membership of the capital improvement oversight committee shall further be comprised as follows:

- (1) The mayor or the mayor's designee, who shall also serve as chairperson of the committee;
- (2) Two members shall be selected with experience in one of the following technical fields:
 - <u>a.</u> <u>Engineering</u>;
 - <u>b.</u> <u>Architecture and/or landscape architecture; or</u>
 - c. <u>Historic preservation</u>;
- (3) Two members shall be selected with experience in one of the following technical fields:
 - a. Construction/general contractor; or
 - b. Real estate developer;
- (4) Two members shall be selected with experience in the following technical field and/or in the following category:
 - a. Capital budgeting and/or finance; or
 - b. <u>Citizen-at-large</u>;
- (5) Two members shall be selected from any of the technical experience categories set forth in subsections (2) or (3) above; and
- (6) The non-voting ex-officio member shall be either a member of the disabled community or a person with special knowledge of American with Disabilities Act (ADA) issues in order to provide accessibility-related input to the committee.

(e) Supporting department.

The supporting city department for the committee shall be the capital improvement projects department.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the	day of	_, 2016.
PASSED and ADOPTED this	day of	, 2016.
ATTEST:		
	Philip Levine Mayor	
Rafael E. Granado City Clerk		
<u>Underline</u> denotes additions S trikethrough denotes deletions	APPROVED AS FORM & LANGUA & FOR EXECUTION	AGE
(Sponsored by Commissioner Kristen Rosen G	onzalez) City Attorney	Date

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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO:

Members of the City Commission

City Manager Jimmy Morales

FROM:

Raul J. Aguila, City Attorney

DATE:

June 8, 2016

SECOND READING - PUBLIC HEARING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE THE CITY OF MIAMI BEACH. "ADMINISTRATION," BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION," BY AMENDING SECTION 2-12, ENTITLED "MEETING AGENDAS," **AMENDING** REQUIREMENTS BY THE PROCEDURES RELATING TO CITY COMMISSION PRESENTATIONS AND AWARDS MEETINGS AND AGENDAS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the abovereferenced Ordinance was drafted to amend the procedure for adding items to Presentations and Awards meetings agendas that do not concern the presentation of proclamations, certificates, awards, and recognitions made by the Mayor and City Commission. In the event that the Mayor declines to place other items on such agendas, the proposed amendment would require a 5/7ths vote to add such other items to agendas only if the item constitutes a public emergency affecting life, health, property, or public safety and should be considered immediately.

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ORDINANCE	NO.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION," BY AMENDING SECTION 2-12, ENTITLED "MEETING AGENDAS," BY AMENDING THE REQUIREMENTS AND PROCEDURES RELATING TO CITY COMMISSION PRESENTATIONS AND AWARDS MEETINGS AND AGENDAS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in order to foster greater efficiency with regard to the conducting of City business at City Commission Presentations and Awards meetings, the amendment set forth in this Ordinance should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Article II of Chapter 2 of the Code of the City of Miami Beach, Florida, is hereby amended as follows:

CHAPTER 2 ADMINISTRATION

ARTICLE II. CITY COMMISSION

Sec. 2-12. Meeting procedures and agendas.

* * *

- (e) Presentations and Awards meetings. The presentation of proclamations, awards, certificates, and all other recognitions made by the mayor and city commission shall occur at separate regularly scheduled meetings of the city commission specifically dedicated for these purposes. Other agenda items may be on an agenda of a presentation and awards meetings of the city commission only under the following circumstances:
 - (1) The item was specifically deferred or opened and continued to a presentation and awards meeting; or
 - (2) The item is submitted to the mayor for a determination whether the item is to be placed on the agenda. If the mayor declines to place the item on the

agenda, the item shall only be considered at the presentations and awards meeting upon a finding by the city commission, by a five-seventh (5/7th) affirmative vote, that the item constitutes either:

- (a) a public emergency affecting life, health, property, or public safety and should be considered immediately; or
- (b) does not constitute a public emergency, but should be considered immediately.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect or	n the da	ay of, 201	6.
PASSED AND ADOPTED this	day of	, 2016.	
ATTEST:	Philip Le	vine, Mayor	
Rafael E. Granado, City Clerk			
<u>Underline</u> denotes additions Strike through denotes deletions		APPROVED AS I FORM & LANGUA & FOR EXECUTO	\GE
(Sponsored by Commissioner Kristen Ro	,	City Attorney W	Date \\

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Condensed Title:

First Reading to consider an Ordinance Amendment to the Land Development Regulations establishing the Miami Beach Panel of Architects.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed Ordinance would amend the Land Development Regulations by creating the Miami Beach Panel of Architects to review new single family home construction city wide.

On May 18, 2016 the Land Use and Development Committee recommended approval of the proposed ordinance, to be effective upon approval of a proposed ballot question creating an exemption for design professionals.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; 2) refer the ordinance to the Planning Board for review and recommendation; and 3) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

Advisory Board Recommendation:

If referred, the Planning Board will review the proposed legislation on June 28, 2016.

Financial Information:

Source of		Amount	Account
Funds:	1		0.00
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sian-Offs:

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F	Department Director	Assistant City Manager		City Manager
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MIAMIBEACH

AGENDA ITEM RSM DATE 6-8-16

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

FIRST READING

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **June 8**, **2016**

SUBJECT: Miami Beach Panel of Architects

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY CREATING AT SECTION 118-33, TO ESTABLISH THE MIAMI BEACH PANEL OF ARCHITECTS (MBPOA); AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION **AUTHORIZING THE MBPOA TO CONDUCT CERTAIN REVIEWS: AND** ENTITLED "MIAMI BEACH PANEL OF **CREATING DIVISION 6.** ARCHITECTS," AT SECTIONS 118-139 THROUGH 118-149, PROVIDING PURPOSE, COMPOSITION OF BOARD. MEMBERSHIP. QUALIFICATIONS, QUORUM, MEETING PROCEDURES, POWERS AND DUTIES, FEES AND APPLICATIONS; AND MODIFYING SEC. 118-8, ENTITLED "NOTICE PROCEDURES FOR QUASI-JUDICIAL, PUBLIC HEARING QUASI-JUDICIAL LAND USE BOARD ACTIONS" TO INCLUDE NOTICE PROCEDURES FOR PROCEEDINGS BEFORE THE MIAMI BEACH PANEL OF ARCHITECTS; PROVIDING CODIFICATION; REPEALER; **SEVERABILITY**; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; 2) refer the ordinance to the Planning Board for review and recommendation; and 3) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

BACKGROUND

On February 10, 2016, at the request of Commissioner Joy Malakoff, the City Commission referred a discussion item to the Land Use and Development Committee (Item C4J), pertaining to demolition procedures for single family homes. On February

17, 2016, the Land Use Committee directed the Administration to prepare the following for additional discussion at the March 30, 2016 meeting:

- 1. A draft ordinance extending existing demolition procedures to all single family homes.
- 2. Provide additional data on the potential fiscal and review process impact of having all new single family home construction reviewed by the Design Review Board.

On March 30, 2016, the Land Use Committee endorsed the draft ordinance regarding demolition procedures for single family homes and continued the discussion pertaining to a review process for all single family homes to April 20, 2016. The Committee also requested that the following information be brought back for discussion on April 20, 2016:

- 1. The City Attorney shall provide draft ballot language pertaining to an ethics ordinance modification for design professionals serving on both a new, rotating board of architects, as well as the existing City Land Use Boards.
- 2. The Planning Department shall obtain information on the City of Coral Gables Board of Architects process, and put together an outline of how such a process might be implemented in the City of Miami Beach.

On April 20, 2016, the Land Use Committee discussed the City of Coral Gables Board of Architects process and how a similar streamlined process could be adopted for Miami Beach for the review of new single family residential construction. The Committee also requested that a draft ordinance be brought back for discussion.

On May 18, 2016, the Land Use Committee reviewed the draft ordinance prepared by staff, creating a Miami Beach Panel of Architects. The LUDC recommended the following:

- 1. That the City Commission refer the proposed Ordinance Amendment to the Planning Board, with an effective date after a referendum in November.
- 2. That the Option 2 referendum language be forwarded to the full Commission with a favorable recommendation.

ANALYSIS

The current DRB process is not well structured to accommodate the level of single family home review previously suggested by the Design Review Board. As an alternative, a separate process for single family home review, consisting of a rotating panel of design professionals, has been proposed. The panel of architects proposed for Miami Beach is modeled on the City of Coral Gables Board of Architects process.

In this regard, the proposed Miami Beach Panel of Architects would meet on a bi-weekly basis, with less onerous notice and application exhibit requirements. Additionally, as a tangible strategy to recruit more design professionals to serve on the panel, a separate ballot question has also been proposed, which would amend the City's ethics laws to create a narrow exception for professionals practicing in architecture and landscape

architecture.

The following is a summary of the proposed ordinance creating a Miami Beach Panel of Architects (MBPOA):

- The Miami Beach Panel of Architects (MBPOA) would review of new single family residential construction, including substantial additions, which are vacant or currently contain a post-1942 single family residence or a non-architecturally significant pre-1942 single family residence.
- The MBPOA would consist of a total of up to fifteen (15) design professionals, each appointed to serve for a term of one (1) year. The members of the MBPOA shall serve on a rotating basis and a review panel shall consist of three (3) members, serving on a rotating basis.
- MBPOA members would be appointed by the City Manager, with the consent of the City Commission. Each member shall be a State of Florida registered architect or landscape architect, and shall have demonstrated experience in the design and construction of projects or landscape design within the City of Miami Beach during the last five (5) years.
- MBPOA members would have to either be a resident of, or have their principal place of business in the City of Miami Beach. At the discretion of the City Manager, and with the consent of the City Commission, this residency requirement may be waived, provided that the applicant is a resident of, or has their principal place of business in Miami-Dade or Broward County.
- A quorum of two (2) members would be required to consider an application and a simple majority will be necessary to approve any application. In the case of a tie vote for a two (2) member panel, the matter will be continued to the next meeting.
- The MBPOA Panel would meet on a twice monthly basis, quorum permitting, and such meetings shall not occur on a regularly scheduled HPB, DRB, PB or BOA monthly meeting day. The Planning Department would schedule all meetings of the Panel, coordinate attendance, as well as provide administrative and staff support. The City Attorney's office shall provide legal counsel, as may be needed from time to time.
- The MBPOA meeting would be open to the public, but it would not a public hearing. The member serving as the Chairperson to the Panel would have the discretion whether or not to allow public comments and limit the time per presenter.
- Any matter heard by the MBPOA Panel would not be quasi-judicial and would not replace the quasi-judicial hearing of the DRB that may be requested by the Applicant or an Affected Person following a Panel's decision.
- The MBPOA would review all applications in accordance with the applicable criteria and requirements of section 142-105 of the land development regulations of the City Code, and would not have the authority to approve any variances or

grant any waivers of any portions of the City Code.

- All applications for review by the MBPOA must be filed with the Planning Department no later than fourteen (14) calendar days before the meeting date.
- Notice procedures for Miami Beach Panel of Architects would be limited to the posting of the subject property – ministerial review and not quasi-judicial at least five (5) days prior to the MBPOA meeting.
- An appeal of a decision of the Miami Beach Panel of Architects would be to the Design Review Board, which appeal shall be quasi-judicial, and a de novo review of the decision of the MBPOA. An appeal shall be submitted to the planning director on or before the 15th day after the date on which the decision by the Panel is reached.
- Parties eligible to file an appeal of a MBPOA decision would be limited to the following:
 - (i) Original applicant/property owner.
 - (ii) The city manager on behalf of the city administration
 - (iii) An affected person, which for purposes of this section shall mean a person owning property within 100 feet of the Application.

PLANNING BOARD REVIEW

If referred by the City Commission, the Planning Board would review the proposed Ordinance on June 28, 2016.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY

The proposed ordinance would create a review procedure for new single family homes on vacant lots and lots containing a post-1942 home. As noted in the analysis section, the proposal is far less demanding than the DRB process.

In order to ensure that the Panel of Architects proposed herein can function properly, a separate proposal to amend the Code of Ethics in the City Code has also been proposed, in order to create a limited exemption from the lobbying prohibition applicable to City board members, which exemption would allow architects and landscape architects to serve on the proposed Panel, and still conduct professional design work in the City. Since this proposed modification to the Ethics Code requires the approval of the City's voters, the Ordinance proposed herein must be adopted by the City Commission either prior to or at the same meeting that the proposed ballot language is approved.

In order to meet Miami-Dade County's August 2016 deadline to submit all ballot questions, at the request of the item sponsor, First Reading of the Ordinance is being

proposed prior to Planning Board review. If the Ordinance is approved at First Reading, the matter can be referred to the Planning Board for review prior to Second Reading.

Should the ballot measure creating a limited exemption for design professionals not be approved by the voters, the Administration recommends a repeal provision be included in the ordinance. As drafted, the repeal would be automatic, pending the result of the November 8, 2016 ballot question.

Finally, the administration is recommending an effective date of February 1, 2017, as well as the inclusion of an 'exceptions clause for anyone who obtained a Building Permit Process Number from the Building Department on or before the effective date of the ordinance. In the event that the ballot measure is approved, staff will need some lead time to fine-tune the panel process, and there will likely be a number of permits in applied status that could be impacted by the review panel process.

CONCLUSION

The Administration recommends that the City Commission

- 1. Accept the recommendation of the Land Use and Development Committee via separate motion.
- 2. Refer the ordinance to the Planning Board for review and recommendation.
- 3. Approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for July 13, 2016.

JLM/SMT/TRM

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MIAMI BEACH PANEL OF ARCHITECTS

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE II. "BOARDS." BY CREATING SECTION 118-33 TO ESTABLISH THE MIAMI BEACH PANEL OF ARCHITECTS ("MBPOA"); AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL OF NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION BY **AUTHORIZING THE MBPOA TO CONDUCT CERTAIN REVIEWS; CREATING** DIVISION 6, ENTITLED "MIAMI BEACH PANEL OF ARCHITECTS," AT SECTIONS 118-139 THROUGH 118-156, PROVIDING FOR PURPOSE, COMPOSITION OF BOARD, MEMBERSHIP, QUALIFICATIONS. QUORUM. MEETING PROCEDURES. POWERS AND DUTIES. FEES APPLICATIONS: AMENDING SECTION 118-8, "NOTICE ENTITLED PROCEDURES FOR QUASI-JUDICIAL, PUBLIC HEARING QUASI-JUDICIAL LAND USE BOARD ACTIONS" TO INCLUDE NOTICE PROCEDURES FOR PROCEEDINGS BEFORE THE MBPOA; AND AMENDING SECTION 118-9, ENTITLED "REHEARING AND APPEAL PROCEDURES," TO PROVIDE PROCEDURES FOR APPEALS FROM THE MBPOA; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, new homes that are compatible with the prevailing character of existing residential neighborhoods should be encouraged and promoted; and

WHEREAS, the privacy, attractive pedestrian streetscapes and human scale and character of the City's single-family neighborhoods, are important qualities to protect; and

WHEREAS, the Design Review Board reviews new construction for those structures constructed prior to 1942 and determined to be architecturally significant, in accordance with section 142-108; and

WHEREAS, the Mayor and Commission deem it appropriate to protect the significant architectural history, existing building scale, and unique character of the single family residential neighborhoods in Miami Beach; and

WHEREAS, the Mayor and Commission deem it in the best interest and welfare of the City to adopt revised procedures for the review and issuance of new building permits for all new single family homes constructed and located outside of a designated historic district; and

WHEREAS, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved in the City's single-family districts.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Section 118-33 is hereby created as follows:

CHAPTER 118 ADMINISTRATION AND REVIEW PROCEDURES

ARTICLE II. – BOARDS

DIVISION 1. – GENERALLY

Secs. 118-343—118-50. - Reserved.

Sec. 118-33. Miami Beach Panel of Architects ("MBPOA").

There shall be created a Miami Beach Panel of Architects ("MBPOA"), which shall be a single-family residential review panel for any land development application seeking approval for new single-family residential construction, including substantial additions, on RS-zoned lots which are vacant or which currently contain a post-1942 single family home or a non-architecturally significant pre-1942 single-family home, which applications would not otherwise require a hearing conducted by the Board of Adjustment, Historic Preservation Board, or Design Review Board. The MBPOA shall not be a quasi-judicial board, and shall have no authority to grant variances from or waivers of any provisions of this Code. The powers and duties of the Board shall be established in this chapter, at article II, division 6, entitled "Miami Beach Panel of Architects ("MBPOA")."

SECTION 2. Division 6, entitled "Miami Beach Panel of Architects (MBPOA)," is hereby created as follows:

Secs. 118-139-118-149118-160. - Reserved.

DIVISION 6. - MIAMI BEACH PANEL OF ARCHITECTS ("MBPOA")

Sec. 118-150. – Purpose.

The Miami Beach Panel of Architects ("MBPOA") shall have the authority to review new single-family residential construction, including substantial additions, on RS-zoned lots which are vacant or which currently contain a post-1942 single-family home or a non-architecturally significant pre-1942 single family home.

Sec. 118-151. – Composition and term of MBPOA.

(a) The MBPOA shall consist of up to fifteen (15) design professionals, as defined in section 118-152. Each member shall be appointed to serve for a term of one (1) year.

(b) The members of the MBPOA shall serve on rotating panels of three (3) members per panel.

Sec. 118-152. - Membership and qualification.

MBPOA members shall be appointed by the city manager, with the consent of the city commission. The minimum qualifications of a member are as follows:

- (a) Each member shall be a State of Florida registered architect or State of Florida registered landscape architect.
- (b) Each member shall have demonstrated experience in the design and construction of projects or landscape design within the City of Miami Beach during the last five (5) years.
- (c) Each member shall either be a resident of, or shall have his or her principal place of business in the City of Miami Beach. Upon the recommendation of the city manager, the city commission may waive this residency requirement, but only if the applicant is a resident of or has his or her principal place of business in Miami-Dade or Broward County.

Sec. 118-153. - Quorum and approvals.

For a panel to convene, a quorum of two (2) members shall be required. A simple majority vote shall be required to approve any application.

Sec. 118-154. – Meetings.

The MBPOA shall conduct regularly scheduled meetings in accordance with the following provisions:

- (a) Rotating panels of the MBPOA shall meet twice a month. No meeting of the MBPOA shall occur on the same day as a regularly scheduled meeting of the historic preservation board, design review board, planning board, or board of adjustment.
- (b) The planning director, or designee, shall schedule all MBPOA meetings and provide administrative and staff support to the MBPOA. The city attorney's office shall provide legal counsel to the MBPOA, as may be needed from time to time.
- (c) The MBPOA shall review an application after the applicant attends a pre-application meeting with the planning director, or designee, pursuant to the criteria set forth in section 118-155.
- (d) Meetings of the MBPOA shall be publicly noticed and open to the public, but no application shall require a public hearing. The chair or presiding officer of a panel shall have the discretion to allow public comments, and may limit an individual speaker's time to provide comments.
- (e) The authority of the MBPOA is administrative in nature, not quasi-judicial.

(f) After a panel renders a decision, an applicant or an affected person, as defined in section 118-9(d)(2), may appeal the decision of the panel to the design review board, which board shall hold a quasi-judicial hearing and affirm, affirm with conditions, or reverse the decision of the panel.

Sec. 118-155. – Powers and duties.

- (a) Following its review of submitted plan(s), a panel may approve, approve with conditions, continue, continue with comments, or reject an application. No building permit may be issued for demolition or new construction that requires review by the MBPOA pursuant to this division. If a panel votes to continue an application to a subsequent meeting, the applicant may request that its revised plans be reviewed by the same panel that conducted the initial review, which request shall be subject to the availability of the panel members. If the panel rejects the revised plans, the applicant may submit a new application, with revised plans, which application will require additional application fee(s).
- (b) The MBPOA shall have the authority to recommend changes to an applicant's plans and specifications. Prior to rendering a decision, the MBPOA shall consider any recommendations of planning department staff, and/or any comments or information submitted by any member of the public.
- (c) The MBPOA shall review all applications in accordance with the applicable criteria and requirements set forth in section 142-105, of this Code.
- (d) The MBPOA shall have no authority to grant variances from or waivers of any provisions of this Code.

Sec. 118-156 Fees and applications.

- (a) Fees to apply for review by the MBPOA shall be set forth in Appendix A, as may be amended from time to time.
- (b) Any application for review by the MBPOA shall comply with section 118-1, relating to site plan requirements.
- (c) All applications for review by the MBPOA must be filed with the planning department no later than fourteen (14) calendar days before the meeting date.

SECTION 3. Section 118-8 is hereby amended as follows:

Sec. 118-8. - Notice procedures for quasi-judicial, public hearing quasi-judicial land use board actions; and notice procedures for Miami Beach Panel of Architects.

(1) Quasi-judicial, public hearing, applications for land use board actions (Board of Adjustment, Design Review Board, Historic Preservation Board, and Planning Board) that require notice shall be noticed in accordance with the following provisions, unless otherwise

more specifically provided for in these Land Development Regulations, and shall pay a fee pursuant to Section 118-7, and Appendix A:

- (a) Advertisement. At least 30 days prior to the quasi-judicial, public hearing date, a description of the request, and the date, start time of the meeting and location of the hearing shall be noticed in a newspaper of general circulation. Applicant shall be required to pay all associated costs relating to the advertisement.
- (b) Mail notice. At least 30 days prior to the quasi-judicial, public hearing date, a description of the request, and the date, start time of the meeting, and location of the hearing shall be given by mail to the owners of record of land lying within 375 feet of the property subject to the application. Applicants shall submit all information and certifications necessary to meet this requirement, as determined by the department. Additionally, courtesy notice shall also be given to any Florida nonprofit community organization which has requested of the director in writing to be notified of board hearings. Applicant shall be required to pay all associated costs relating to the mailed notice.
- (c) Posting. At least 30 days prior to the quasi-judicial, public hearing date, a description of the request, and the date, time, and place of such hearing shall be posted on the property. Such posting shall be <a href="https://have.nc.nim.org/have.nc.ni
- (2) Notice procedures for Miami Beach Panel of Architects.
 - (a) <u>Posting.</u> In every case where the MBPOA is scheduled to review an application for single family residential construction, a notice of the meeting shall be given in the following manner:
 - (i) At least five (5) days prior to the date of the MBPOA meeting at which an application is scheduled to be heard, a description of the request and the date, time, and place of such hearing shall be posted on the property. Such posting shall have a minimum dimension of 11 inches by 17 inches, shall be located in a visible location at the front of the property, and shall not be posted on a fence or wall that would be obstructed by the operation of a gate. Applicant shall be required to pay all associated costs relating to the posting.

SECTION 4. Section 118-9 is hereby amended as follows:

Sec. 118-9. - Rehearing and appeal procedures.

- (d) Appeal from decisions of the Miami Beach Panel of Architects.
 - (1) <u>Deadline to appeal</u>. A decision of the MBPOA may be appealed to the design review board, which appeal shall be quasi-judicial in nature. The design review board shall conduct a de novo review of the application and the decision of the MBPOA. Each

petition for appeal, which must satisfy the requirements set forth in subsection (3), shall be submitted to the planning director on or before the 15th day after the date on which the decision by the panel is reached. The design review board shall have no jurisdiction to hear an appeal that fails to comply with the requirements of this section. The failure of an appealant to provide required documents, or to file an appeal prior to the deadline set forth herein, shall result in an administrative dismissal of the appeal, which dismissal may not be appealed. An appeal of the design review board's appellate determination shall comply with 118-9(b)(2) and (3).

- (2) Eligible parties. Parties eligible to file a petition for appeal to the design review board are limited to the following:
 - (i) The original applicant/property owner:
 - (ii) The city manager on behalf of the city; and
 - (iii) An affected person which, for purposes of this section, shall mean a person owning property within 100 feet of the property that is the subject of the application.
- (3) <u>Application requirements.</u> The following shall be required for any appeal from a decision of the MBPOA:
 - (i) The petition to the board shall be in writing; and
 - (ii) The petition shall be submitted by or on behalf of an eligible party; and
 - (iii) The petition shall set forth the factual, technical, architectural, historic, and legal bases for the appeal; and
 - (iv) The party filing the appeal shall be responsible for providing sufficient copies of all plans and exhibits, subject to planning department procedures.
- (4) Notice requirements. An appeal of an MBPOA decision to the design review board shall be subject to the same noticing requirements as an application for a public hearing, in accordance with section 118-8(1). The appellant shall be responsible for all associated costs and fees.
- (5) Outside counsel to the planning department. In the event of an appeal of a decision of the MBPOA to the design review board, the planning director may engage the services of an attorney, or utilize a separate, independent, attorney from the city attorney's office, for the purpose of representing the planning department on appeal.
- (6) <u>Design review board decisions on appeals from the MBPOA</u>. The design review board may, upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision, or determination of the MBPOA, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of five members of the design review

- board shall be necessary to reverse any order, requirement, decision, or determination of the MBPOA, or to decide in favor of the applicant on any matter upon which the MBPOA is required to pass under these land development regulations.
- (7) No permit shall be issued for work prior to expiration of the appeal period or final disposition of any appeal.
- (8) <u>Stay of work and proceedings on appeal.</u> An appeal of a MBPOA decision to the design review board stays all work on the premises and all proceedings in furtherance of the action appealed from, unless one of the following exceptions applies:
 - A. The planning director shall certify to the design review board that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such a case, proceedings or work shall not be stayed except by a restraining order, which may be granted by the design review board or by a court of competent jurisdiction, upon application, with notice to the planning director and for good cause shown; or
 - B. The hearing before the board to which application was made may proceed, provided any approval does not vest. The final order shall contain appropriate conditions to stay its effectiveness until the final resolution of all administrative and court proceedings. No building permit, or certificate of occupancy, or business tax receipt, dependent upon such hearing approval, shall be issued until the final resolution of all administrative and court proceedings. The appellant shall hold the city harmless and agree to indemnify the city from any liability or loss resulting from such proceedings. Notice of the final resolution of administrative and court proceedings shall be provided as required for notice of hearings under these land development regulations.

SECTION 5. Section 142-105 is hereby amended as follows:

Sec. 142-105. - Development regulations and area requirements.

- (a) The review criteria and application requirements for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:
 - (1) Compliance with Regulations and Review Criteria
 - a. Permits for new construction, alterations or additions to existing structures shall be subject to administrative (staff level) review by the planning director or designee, the design review board (DRB), or historic preservation board (HPB) as applicable, or in certain instances subject to the review and approval of the Miami Beach Panel of Architects (MBPOA), in order to determine consistency with the review criteria listed in this section.

- b. In complying with the review criteria located in this section, the applicant may choose either to adhere to the development regulations identified in sections 142-105 and 142-106 administratively through staff level review or seek enhancements of the applicable development regulations as specified therein, where permitted, through approval from the historic preservation board or design review board, in accordance with the applicable design review or appropriateness criteria.
- c. Notwithstanding the foregoing, for those structures located within a locally designated historic district, or individually designated as an historic structure or site, the review and approval of the historic preservation board (HPB) may be required.
- d. Notwithstanding the foregoing, for those structures constructed prior to 1942 and determined to be architecturally significant, in accordance with section 142-108 herein, the review and approval of the design review board (DRB) shall be required.
- e. Notwithstanding the foregoing, for those structures constructed post-1942, in accordance with requirements of section 142-108, the review and approval of the Miami Beach Panel of Architects (MBPOA), shall be required.
- (2) Review criteria. Staff level review shall encompass the examination of architectural drawings for consistency with the review criteria below:
 - a. The existing conditions of the lot, including, but not limited to, topography, vegetation, trees, drainage, and waterways shall be considered in evaluating the proposed site improvements.
 - b. The design and layout of the proposed site plan inclusive of the location of all existing and proposed buildings shall be reviewed with particular attention to the relationship to the surrounding neighborhood, impact on contiguous and adjacent buildings and lands, and view corridors. In this regard, additional photographic and contextual studies that delineate the location of adjacent buildings and structures shall be required in evaluating compliance with this criterion.
 - c. The selection of landscape materials, landscaping structures and paving materials shall be reviewed to ensure a compatible relationship with and enhancement of the overall site plan design and the surrounding neighborhood.
 - d. The dimensions of all buildings, structures, setbacks, height, lot coverage and any other information that may be reasonably necessary to determine compliance with the requirements of the underlying zoning district.
 - e. The design and construction of the proposed structure, and/or additions or modifications to an existing structure, indicates sensitivity to and

- compatibility with the environment and adjacent structures and enhances the appearance of the surrounding neighborhood.
- f. The proposed structure is located in a manner that is responsive to adjacent structures and the established pattern of volumetric massing along the street with regard to siting, setbacks and the placement of the upper floor and shall take into account the established single family home context within the neighborhood.
- g. The construction of an addition to main existing structure shall be architecturally appropriate to the original design and scale of the main existing structure; the proposed addition may utilize a different architectural language or style than the main existing structure, but in a manner that is compatible with the scale and massing of the main existing structure.
- h. The construction shall be in conformance with the requirements of article IV, division 7 of this chapter with respect to exterior facade paint and material colors.
- (3) Application requirements for DRB or HPB review.
 - a. DRB or HPB applications shall follow the application procedures and review criteria, specified in chapter 118, article VI, design review procedures or article X, historic preservation, of these land development regulations (as applicable), board by-laws, or as determined by the planning director, or designee. However, the fee for applications to the DRB for non-architecturally significant homes constructed prior to 1942 and all homes constructed after 1942 shall be \$150.00.
- (4) Miami Beach Panel of Architects ("MBPOA"). The MBPOA shall apply the same criteria listed above for review of an application.

SECTION 6. REPEALER.

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

SECTION 7. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 8. APPLICABILITY.

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, applications for building permits for new construction or renovations of single-family homes that have received a process number from the City of Miami Beach Building Department by February 1, 2017 (the effective date of this Ordinance), may obtain a full building permit based upon the plans originally submitted, as long as the plans are in substantial compliance with the originally submitted plans as modified through the effective date of the ordinance.

SECTION 9. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 10. EFFECTIVE DATE

Pursuant to Resolution No. 2016- November 8, 2016 to submit to the voters a which amendment would exempt land use architects from the lobbying prohibition ap measure is approved, this Ordinance shall question fails, this Ordinance shall sunset in	a proposed amer e board member oplicable to men become effectiv	rs who are architects or landscape onbers of City boards. If the ballot be on February 1, 2017. If the ballot
PASSED and ADOPTED this	_day of	, 2016.
	Philip Levine Mayor	
ATTEST:		
Rafael E. Granado City Clerk		
First Reading: June 8, 2016 Second Reading: July 13, 2016		APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
Verified by: Thomas R. Mooney, AICP Planning Director		City Attorney Date

<u>Underline</u> denotes new language <u>Strikethrough</u> denotes deleted language

[Sponsored by Commissioner Joy Malakoff]

T:\AGENDA\2016\June\Planning\Panel of Architects Ordinance - first reading.docx

APPENDIX A

Section of this Code	Description	Amount
Section 118-156	Applications to the MBPOA	\$2,500
	Square Footage	\$0.50 per square foot of new construction
	Mailing Label Posting (site)	\$4.00, per label \$100

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R7 RESOLUTIONS

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing A Waiver From The Land Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(D), Of The City's Code, For The Allison Park Project, Located At 6475 Collins Avenue: A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Ten (10) Inches, In Order To Construct The Permanent Bench Structure As Part Of The Playground.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc: The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:

On March 12, 2015, the City retained Architectural/Engineering Services from Bruce Howard & Associates, Inc. (Consultant), to develop a conceptual design for the Allison Park Redesign Project (the Project).

The Office of Capital Improvement Projects is proceeding with the redevelopment of Allison Park, providing an ADA playground and landscaping.

On September 2, 2015, the Conceptual Plan for the park was presented to and adopted by the City Commission.

On March 8, 2016, pursuant to a series of community and staff meetings, the Historic Preservation Board (HPB) approved a simpler version of the park design.

It is the goal of the Project to provide fully ADA compliant playground and exercise equipment for physically challenged residents, visitors, and their families, while promoting safe and convenient access to the beach. The planned improvements include reconditioning the shower area, providing beach access using an alternative friable wood ramp, using the north section of the park for a playground, outdoor exercise equipment, a picnic table and permanent bench structures located in the eastern perimeter of the playground area for parent supervision, in close proximity to the bulkhead line, and re-striping of the existing parking lot to provide one additional ADA accessible parking space.

The location of the permanent bench structures (Exhibit A) requires a waiver of the Land Development Regulations.

The park is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote, following a public hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes." Specifically, the project is requesting the following Development Regulation waiver:

1. Section 142-802(3), to reduce the required rear setback from 10 feet from the bulkhead line to ten (10) inches in order to construct the proposed permanent benches;

Pursuant to Section 142-425(d)(e) of the City's Zoning Ordinance, the Mayor and City Commission may waive development regulations by five sevenths vote and following a noticed public hearing advertised in the newspaper at least fifteen (15) days prior to the hearing.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Source of		Amount	Account
Funds:			
OBPI	Total		
Financial Impact Summary:			

City Clerk's Office Legislative Tracking:

T:\AGENDA\2016\June\CIP\Allison Park Redesign\AllisonPark.Summary.doc



AGENDA ITEM R7A



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **June 8, 2016**

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING A WAIVER FROM THE LAND DEVELOPMENT REGULATIONS, BY A 5/7 VOTE OF THE CITY COMMISSION, AFTER PUBLIC HEARING, PURSUANT TO SECTION 142-425(D), OF THE CITY'S CODE, FOR THE ALLISON PARK PROJECT, LOCATED AT 6475 COLLINS AVENUE: A WAIVER OF SECTION 142-802(3), OF THE CITY CODE IN ORDER TO REDUCE THE REQUIRED REAR SETBACK FROM 10 FEET FROM THE BULKHEAD LINE TO TEN (10) INCHES, IN ORDER TO CONSTRUCT THE PERMANENT BENCH STRUCTURE AS PART OF THE PLAYGROUND.

ADMINISTRATION RECOMMENDATION

Administration recommends the City Commission approve the Resolution.

BACKGROUND

On March 12, 2015, the City retained Architectural/Engineering Services from Bruce Howard & Associates, Inc. (Consultant), to develop a conceptual design for the Allison Park Redesign Project (the Project).

The Office of Capital Improvement Projects is proceeding with the redevelopment of Allison Park, providing an ADA playground and landscaping.

On September 2, 2015, the Conceptual Plan for the park was presented to and adopted by the City Commission.

On March 8, 2016, pursuant to a series of community and staff meetings, the Historic Preservation Board (HPB) approved a simpler version of the park design.

ANALYSIS

It is the goal of the Project to provide fully ADA compliant playground and exercise equipment for physically challenged residents, visitors, and their families, while promoting safe and convenient access to the beach. The planned improvements include reconditioning the shower area, providing beach access using an alternative friable wood ramp, using the north section of the park for a playground, outdoor exercise equipment, a picnic table and permanent bench structures located in the eastern perimeter of the playground area for parent supervision, in close proximity to the bulkhead line, and re-striping of the existing parking lot to provide one additional ADA accessible parking space.

City Commission Memorandum – Waiver Of Development Regulations – Allison Park June 8, 2016
Page 2 of 2

The location of the permanent bench structures (Exhibit A) requires a waiver of the Land Development Regulations.

The park is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote, following a public hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes." Specifically, the project is requesting the following Development Regulation waiver:

1. Section 142-802(3), to reduce the required rear setback from 10 feet from the bulkhead line to ten (10) inches in order to construct the proposed permanent benches;

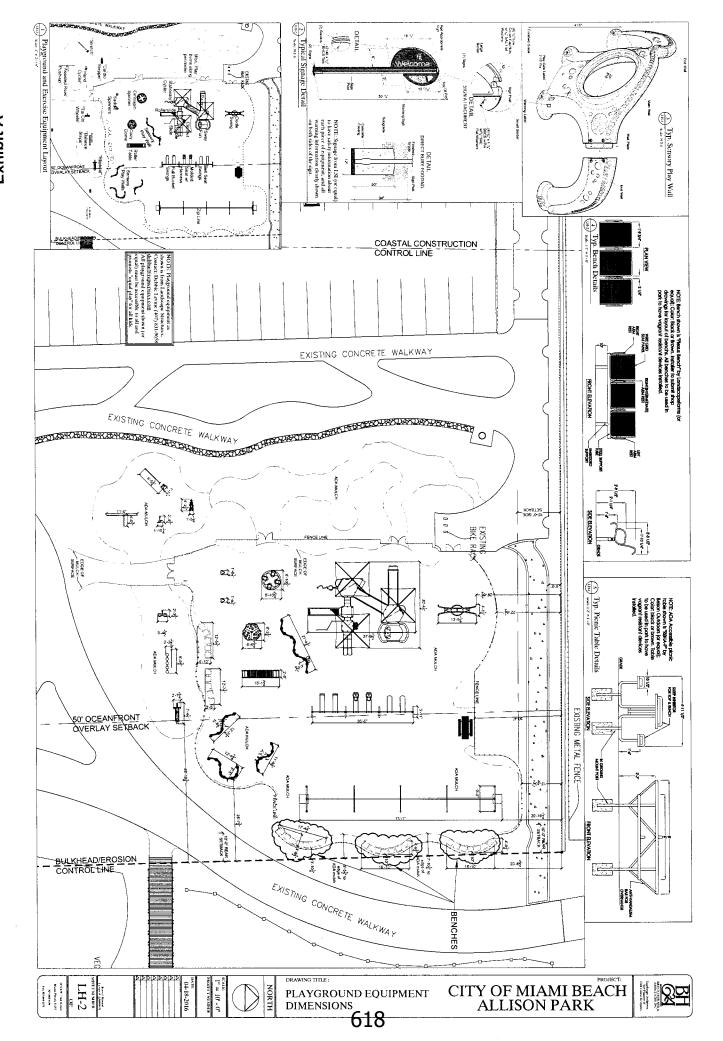
Pursuant to Section 142-425(d)(e) of the City's Zoning Ordinance, the Mayor and City Commission may waive development regulations by five sevenths vote and following a noticed public hearing advertised in the newspaper at least fifteen (15) days prior to the hearing.

CONCLUSION

The Administration recommends that the City Commission approve the resolution.

Exhibit A ¬Proposed Allison Park Site Plan.

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RESOLUTION I	NO.
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 142-425(D), OF THE CODE, AUTHORIZING A WAIVER OF SECTION 142-802(3), OF THE LAND DEVELOPMENT REGULATIONS, BY A 5/7th VOTE OF THE CITY COMMISSION, AFTER PUBLIC HEARING; TO REDUCE THE REQUIRED REAR SETBACK FROM 10 FEET FROM THE BULKHEAD LINE TO 10 INCHES IN ORDER TO CONSTRUCT THE PERMANENT BENCH STRUCTURE AS PART OF THE PLAYGROUND AT ALLISON PARK, LOCATED AT 6475 COLLINS AVENUE.

WHEREAS, on March 12, 2015, the City retained Architectural/Engineering Services from Bruce Howard & Associates, Inc. (Consultant), to develop a conceptual design for the Allison Park Redesign Project (the Project); and

WHEREAS, the Office of Capital Improvement Projects is proceeding with the redevelopment of Allison Park, providing an ADA playground and landscaping; and

WHEREAS, on September 2, 2015, the Conceptual Plan for the park was presented to and adopted by the City Commission; and

WHEREAS, on March 8, 2016, pursuant to a series of community and staff meetings, the Historic Preservation Board (HPB) approved a simpler version of the park design; and

WHEREAS, It is the goal of the Project to provide fully ADA compliant playground and exercise equipment for physically challenged residents, visitors, and their families, while promoting safe and convenient access to the beach; and

WHEREAS, the planned improvements include reconditioning the shower area, providing beach access using an alternative friable wood ramp, using the north section of the park for a playground, outdoor exercise equipment, a picnic table and permanent bench structures located in the eastern perimeter of the playground area for parent supervision, in close proximity to the bulkhead line, and re-striping of the existing parking lot to provide one additional ADA accessible parking space; and

WHEREAS, the location of the permanent bench structures requires a waiver of the Land Development Regulations; and

WHEREAS, the park is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote, following a public hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots,

provided they are continually used for such purposes." Specifically, the project is requesting the following Development Regulation waiver:

Section 142-802(3), to reduce the required rear setback from 10 feet from the bulkhead line to ten (10) inches in order to construct the proposed permanent benches; and

WHEREAS, pursuant to Section 142-425(d)(e) of the City's Zoning Ordinance, the Mayor and City Commission may waive development regulations by 5/7THs vote and following a noticed public hearing advertised in the newspaper at least fifteen (15) days prior to the hearing.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the Mayor and City Commission, pursuant to Section 142-425(d), of the City Code, authorizing a waiver of Section 142-802(3), of the land development regulations, by a 5/7th vote of the City Commission, after public hearing; to reduce the required rear setback from 10 feet from the bulkhead line to 10 inches in order to construct the permanent bench structure as part of the playground at Allison Park, located at 6475 Collins Avenue.

PASSED and ADOPTED this	day of, 2016.	
ATTEST:	PHILIP LEVINE, MAYOR	
RAFAEL E. GRANADO, CITY CLERK		

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

16NE

MIAMIBEACH

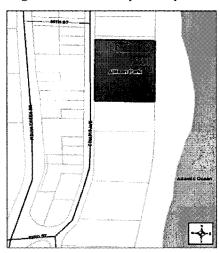
CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING JUNE 8, 2016

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the 10:35 a.m., or as soon thereafter as the matter can be heard, to consider:

A Resolution Authorizing A Waiver From The Land Development Regulations, By A 57 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d) And (e), Of The City's Code, For The Allison Park Project, Located At 6475 Collins Avenue In Order To Obtain A Waiver Of Section 142-802(3), Of The City Code, In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Ten (10) Inches, in Order To Construct A Permanent Bench Structure As Part Of The Proposed Playground Design.

Inquiries may be directed to the Capital Improvement Projects Department et 305.673.7071 and/or the Office of the City Attornay at 305.673.7470.This Resolution is being heard pursuant to Section 142-425 of the City's Land Development Code.

Map Indicating The Area Covered By The Proposed Resolution.



INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1t Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Conter Drive, 1t Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-spensored proceedings, call 505.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk City of Miami Beach

Ad No. 1159

NOTICE OF PUBLIC HEARINGS **CITY OF MIAMI BEACH**

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can be heard, to consider:

JUNE 8, 2016

An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures!," By Adding A Subsection Entitled "(J) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 ES. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading OfThis Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City: Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. This Ordinance is being heard An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73st Street To The National Register District." Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores South, Dickens Avenue, Hawthorne Avenue And Crespi BoulevardToThe West, 87" Street To The North, And Collins CourtToThe East; And (2) "Normandy Isles Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of pursuant to Section 2.05 of the City Charter and § 166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550

142-425(d) And (e), Of The City's Code, For The Allison Park Project, Located At 6475 Collins Avenue In Order To Obtain A Waiver Of Section 142-802(3), Of The City Code, In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Ten (10) Inches, In Order To Construct A Permanent Bench Structure As Part Of The Proposed Playground Design. This Resolution is being heard pursuant to Section 142-145 of the City's Land Development Code. A Resolution Authorizing A Waiver From The Land Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Office of the City Attorney at 305.673.7470.

A Resolution Adopting The Sixth Amendment To The Capital Budget For Fiscal Year 2015/16. This Resolution is being heard pursuant to Section 166.041 F.S. Inquiries may be directed to Budget & Performance Improvement Department at 305.673.7510. 10:40 a.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article III "Overlay Districts," Creating Division 10 "Ocean Terrace Overlay," To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 235 Feet For Residential Uses And 125 Feet For Hotel Uses, To Limit The Maximum Floorplate Of The Tower Portion Of New Prohibited Uses; Providing For Repealer; Severability; Codification; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional, Accessory And City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service)

Ad No. 1158

Rafael E. Granado, City Clerk City of Miami Beach

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Adopting the Sixth Amendment to the Capital Budget for Fiscal Year 2015/16.

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects, Improve Storm Drainage Citywide, and Maintain City's Infrastructure

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

Planning for capital improvements is an ongoing process; as needs change within the City, capital programs and priorities must be adjusted. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's capital improvement plan process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2015/16 – 2019/20 Capital Improvement Plan and FY 2015/16 Capital Budget was adopted on September 30, 2015 by resolution 2015-29144.

The first amendment to the Capital Budget for FY 2015/16 was adopted on December 9, 2015 via Resolution No. 2015-29144. The second amendment to the Capital Budget for FY 2015/16 was adopted on January 13, 2016 via Resolution No. 2016-29262. The Third Amendment to the FY 2015/16 Capital Budget was approved on February 10, 2016 by resolution 2016-29292. The Fourth Amendment to the FY 2015/16 Capital Budget was approved on April 13, 2016 by resolution 2016-29361. The Fifth Amendment to the FY 2015/16 Capital Budget was approved on May 11, 2016 by resolution 2016-29399.

Section 166.241(4)(c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. The Sixth Amendment to the FY 2015/16 Capital Budget totals an increase of \$3,088,000, in order to provide funding to the following capital projects:

- 1. North Beach Senior Center HVAC
- 2. Bayshore Neighborhood BPD8 Sunset Island 3&4 Right of Way Improvements

Advisory Board Recommendation:

Source of		Amount	Account
Funds:		\$ 106,000 \$2,683,300 \$ 639,000	Renewal & Replacement - Fund 125 Stormwater Line of Credit – Fund 429 M Capital reserve – Fund 304
OBPI	Total	\$3,088,000	

ity Clerk's Office Legislative Tracking:		
Sign-Offs: Department Director Assistant City Manager		ity Manager
Diretrakamo	the	
	()	



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE SIXTH AMENDMENT TO THE

CAPITAL BUDGET FOR FISCAL YEAR 2015/16.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Planning for capital improvements is an ongoing process; as needs change within the City, capital programs and priorities must be adjusted. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's capital improvement plan process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2015/16 – 2019/20 Capital Improvement Plan and FY 2015/16 Capital Budget was adopted on September 30, 2015 by resolution 2015-29144.

The First Amendment to the FY 2015/16 Capital Budget was approved on December 9, 2015 by resolution 2015-29220.

The Second Amendment to the FY 2015/16 Capital Budget was approved on January 13, 2016 by resolution 2016-29262.

The Third Amendment to the FY 2015/16 Capital Budget was approved on February 10, 2016 by resolution 2016-29292.

The Fourth Amendment to the FY 2015/16 Capital Budget was approved on April 13, 2016 by resolution 2016-29361.

Resolution Adopting the Sixth Amendment to the Capital Budget for FY 2015/16 June 8, 2016 Page 2 of 3

The Fifth Amendment to the FY 2015/16 Capital Budget was approved on May 11, 2016 by resolution 2016-29399.

Section 166.241(4)(c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. Administration recommends adopting the resolution for the Sixth Amendment to the FY 2015/16 Capital Budget.

SIXTH AMENDMENT TO THE FY 2015/16 CAPITAL BUDGET

The Sixth Amendment to the FY 2015/16 Capital Budget totals an increase of \$3,088,000, in order to provide additional funding to the following capital projects.

1. North Beach Senior Center HVAC:

This amendment adds an additional \$106,000 to cover the next phase of the project which includes the replacement and rectification of system components to address deficiencies in the existing HVAC system at the Senior Center. This additional expense was created after the assessment of the existing HVAC system was conducted which identified the necessary repairs. New appropriation for this project comes from available fund balance in Fund 125- Renewal & Replacement.

Prior Years' Appropriations	\$250,000
June 8, 2016 Budget Amendment	\$106,000
Proposed Total Appropriations	\$356,000

2. Bayshore Neighborhood BPD8 Sunset Islands 3 & 4 ROW Improvements:

This amendment is pursuant to Reso #2016-29414 approved at the May 18, 2016 Commission meeting approving and authorizing the Mayor and City Clerk to execute Amendment No. 2 to the Design-Build Services Agreement between the City of Miami Beach, Florida, and Ric-Man International, Inc., for the Design-Build Services for Neighborhood No. 8: Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements Project; the Amendment includes 1) additional design, permitting and construction services associated with Homeowners' Association (HOA) requests in the not to exceed amount of \$2,800,000; and 2) time extension of 173 calendar days. Plus \$182,000 for Construction Management Fees. Funding for this appropriation comes from available fund balance from the following funds:

\$2,343,000 from Fund 429 –Stormwater Line of Credit

Resolution Adopting the Sixth Amendment to the Capital Budget for FY 2015/16 June 8, 2016 Page 3 of 3

\$639,000 for Above Ground funding from Fund 304- Capital Reserve (bringing Capital Reserve balance to \$2,268,867)

Prior Years' Appropriations	\$9,507,795
June 8, 2016 Budget Amendment	\$2,982,000
Proposed Total Appropriations	\$12,489,795

JLM/CGR/nd

NOTICE OF PUBLIC HEARINGS CITY OF MIAMI BEACH

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can be heard, to consider:

JUNE 8, 2016

An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[.]" By Adding A Subsection Entitled "(J.) Compliance With City Minimum Living Wage." And Providing For Repealer, Severability, Codification, And An Effective Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.

An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi BoulevardToThe West, 87^{rn} Street To The North, And Collins CourtToThe East; And (2) "Normandy Isles National Register District." Generally Bounded By Biscayne Bay ToThe South, Ray Street, Rue North Dame And Rue Versailles To The West, Normandy Shores Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Be Effective Upon First Reading OfThis Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550

A Resolution Authorizing A Waiver From The Land Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d) And (e), Of The City's Code, For The Allison Park Project, Located At 6475 Collins Avenue In Order To Obtain A Waiver Of Section 142-802(3), Of The City Code, In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Ten (10) Inches, In Order To Construct A Permanent Bench Structure As Part Of The Proposed Playground Design. This Resolution is being heard pursuant to Section 142-145 of the City's Land Development Code. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Office of the City Attorney at 305.673.7470.

A Resolution Adopting The Sixth Amendment To The Capital Budget For Fiscal Year 2015/16. This Resolution is being heard pursuant to Section 166.041 F.S. Inquiries may be directed to Budget & Performance Improvement Department at 305.673.7510.

Prohibited Uses; Providing For Repealer; Severability; Codification; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Increase The Allowable Height To 235 Feet For Residential Uses And 125 Feet For Hotel Uses, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional, Accessory And Regulations," Article III "Overlay Districts," Creating Division 10 "Ocean Terrace Overlay," To Modify The Applicable Setbacks And Allowable Encroachments, City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service)

Ad No. 1158

Rafael E. Granado, City Clerk City of Miami Beach

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission, Following A Duly Advertised Public Hearing, And Waiving By 5/7ths Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute New Lease Agreements Between: 1) The City And South Florida Seniors in Action, Inc (Tenant), For The Use Of Approximately 142 Square Feet of City-Owned Property and 2) The City And Lighthouse Church of Miami Beach, Inc. (Tenant), For The Use Of Approximately 82 Square Feet Of City-Owned Property, Located At 833 6th Street, Miami Beach, Florida, For A Term Of Thirty-Nine (39) Months.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

The South Shore Community Center (Center) is located at 833 6th Street and is owned by the City of Miami Beach (City). The Center provides space to various not-for-profit, community service organizations that provide assistance to the Miami Beach community. As such, the City only charges \$1.20 annually for base rent. Furthermore, the City only charges specific operating expenses incurred by the City to operate the Center. These operating expenses, currently estimated to be \$11.06 per square foot, are limited to utilities, maintenance and janitorial services. The agreements may be terminated by either party, without cause and for convenience at any time during the term, upon furnishing thirty (30) days written notice to the other party.

The Center is currently occupied by the following four (4) tenants: Miami Dade County Community Action Agency, Jewish Community Services of South Florida, Inc., Little Havana Activities and Nutrition Centers of Dade County, Inc. and South Florida Workforce Investment Board, Inc. d/b/a Careersource South Florida. There is currently approximately 1,019 square feet of office space and 216 square feet of storage space available at the Center.

<u>South Florida Seniors in Action, Inc ("SFSIA")</u> provides a variety of services to the elderly community in Miami Beach. SFSIA has requested to lease 142 square feet of office space on the ground floor to provide a convenient location for Miami Beach residents to access services.

<u>Lighthouse Church of Miami Beach, Inc. ("LCOMB")</u> utilizes the auditorium, under a monthly Facility Rental Request, for public worship services on Sundays. LCOMB has requested to lease 82 square feet of interior storage space on the ground floor to store their music equipment and other items related to their use of the auditorium.

The proposed basic terms and conditions of the new leases are as follows:

Term:

Thirty-nine (39) months commencing July 1, 2016 and ending September 30, 2019. (This is

coterminous with all the other agreements at the Center).

Base Rental Rate:

\$1.20 annually

Lease Basis:

Triple Net - Tenant shall pay its proportionate share of the operating expenses which are

currently estimated to be \$11.06 per square foot.

(SFSIA = \$130.88 monthly; LCOMB = \$75.58 monthly)

Construction Allowance:

Tenant shall accept the Premises in "as-is" condition.

The Administration recommends that the City Commission adopt the recommendation of the FCPC from its May 20, 2016 meeting, and approve new lease agreements, subject to final review and approval by the City Attorney's Office.

Advisory Board Recommendation:

The Administration submitted the agreed upon terms and conditions to the Finance and Citywide Projects Committee (FCWPC) at its May 20, 2016 meeting. The FCPC recommended approving new leases with South Florida Seniors in Action, Inc and Lighthouse Church of Miami Beach, Inc.

Financial Information:

Source of Funds:

Amount
Account

N/A

Financial Impact Summary: The Base Rental Rate is \$1.20 annually, plus Operating Expenses of \$11.06 PSF. Over the thirty-nine (39) month term of the leases, the aggregate Base Rent amounts to \$9.60 and Operating Expenses are projected at \$8,051.94.

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director

Assistant City Manager
KGB

City Manager

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AGENDA ITEM RTC

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT:

RESOLUTION OF THE MAYOR COMMISSION OF THE CITY OF MIAMI BEACH. FLORIDA, FOLLOWING A DULY ADVERTISED PUBLIC HEARING, AND WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY: AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT. SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY AND SOUTH FLORIDA SENIORS IN ACTION, INC (TENANT), FOR THE USE OF APPROXIMATELY 142 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF THIRTY-NINE (39) MONTHS, COMMENCING JULY 1, 2016 AND ENDING **SEPTEMBER 30, 2019.**

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY ADVERTISED PUBLIC HEARING, AND WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT. FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY: AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT. SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY AND LIGHTHOUSE CHURCH OF MIAMI BEACH, INC. (TENANT), FOR THE USE OF APPROXIMATELY 82 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA

Commission Memorandum South Shore Community Center - Lease May 8, 2016 Page 2 of 4

(PREMISES), FOR A TERM OF THIRTY-NINE (39) MONTHS, COMMENCING JULY 1, 2016 AND ENDING SEPTEMBER 30, 2019.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The South Shore Community Center ("Center") is located at 833 6th Street and is owned by the City of Miami Beach ("City"). The Center provides space to various not-for-profit, community service organizations that provide assistance to the Miami Beach community.

The Center is currently occupied by the following four (4) tenants:

- 1. <u>Miami Dade County Community Action Agency ("CAA")</u> occupies 691 square feet of office space to operate the South Beach Community Enrichment Center which empowers economically disadvantaged individuals, families and communities to achieve self-sufficiency through resource mobilization, service delivery, education and advocacy. Over 2,000 residents access services annually.
- 2. <u>Jewish Community Services of South Florida, Inc. ("JCS")</u> occupies 485 square feet of kitchen/storage space, and also utilizes the auditorium consisting of 2,792 square feet, to operate its Senior Meals program. This program provides recreational activities and approximately 9,000 meals annually to Miami Beach residents that are sixty years and older. A concession agreement was determined to be the appropriate mechanism by which to guarantee JCS part-time use of the auditorium space on weekdays from 8:00 AM to 2:00 PM and still allow the space to be available for use by the City and/or general public during the afternoon, evening and weekend hours. The Miami Beach Parks and Recreation Department coordinates the use and/or rental of the auditorium pursuant to its rules and regulations for rental of City-owned facilities.

JCS also occupies 445 square feet of office space to operate its Senior Ride program. This program provides 22,000 one-way trips annually to individuals that are sixty years and older, of which at least 66% are to Miami Beach residents.

- 3. <u>Little Havana Activities and Nutrition Centers of Dade County, Inc. ("LHANC")</u> occupies 2,919 square feet of interior space and 7,002 square feet of adjacent exterior playground space to operate its Rainbow Intergeneration Childcare Center. This program provides childcare service to approximately 75 children whose parents work or reside in Miami Beach.
- 4. <u>South Florida Workforce Investment Board, Inc. d/b/a Careersource South Florida ("SFWIB")</u> occupies 3,826 square feet of office space on the 2nd floor. SFWIB operates its Workforce Center providing services to employers (e.g., recruiting, hiring, training, etc.) and employees (e.g., job postings, coordinating interviews, job placements, etc.). Approximately 250 employer services are provided annually, including 65 to employers which conduct business in Miami

Commission Memorandum South Shore Community Center - Lease May 8, 2016 Page 3 of 4

> Beach; and 1,200 employee services, including 900 which are Miami Beach residents.

All of the existing tenants at the Center are not-for-profit, community service organizations that provide assistance to the Miami Beach community. As such, the City only charges \$1.20 annually for base rent. Furthermore, the City only charges specific operating expenses incurred by the City to operate the Center. These operating expenses, currently estimated to be \$11.06 per square foot, are limited to utilities. maintenance and janitorial services. The agreements may be terminated by either party, without cause and for convenience at any time during the term, upon furnishing thirty (30) days written notice to the other party.

ANALYSIS

There is currently approximately 1,019 square feet of office space and 216 square feet of storage space available at the Center.

South Florida Seniors in Action, Inc ("SFSIA") provides a variety of services to the elderly community in Miami Beach. A description of their services is attached hereto as Exhibit A (SFSIA - Letter of Services). SFSIA has requested to lease 142 square feet of office space on the ground floor, as depicted on Exhibit B (Floor Plan) attached hereto. to provide a convenient location for Miami Beach residents to access services.

Lighthouse Church of Miami Beach, Inc. ("LCOMB") utilizes the auditorium, under a monthly Facility Rental Request, for public worship services on Sundays. LCOMB has requested to lease 82 square feet of interior storage space on the ground floor, as depicted on Exhibit B (Floor Plan) attached hereto, to store their music equipment and other items related to their use of the auditorium.

The proposed basic terms and conditions of the new leases are as follows:

Term:

Thirty-nine (39) months commencing July 1, 2016 and ending

September 30, 2019. (This is coterminous with all the other

agreements at the Center).

Base Rental Rate:

\$1.20 annually

Lease Basis:

Triple Net - Tenant shall pay its proportionate share of the

operating expenses which are currently estimated to be \$11.06

per square foot.

(SFSIA = \$130.88 monthly; LCOMB = \$75.58 monthly)

Construction

Tenant shall accept the Premises in "as-is" condition.

Allowance:

FINANCE & CITYWIDE PROJECTS COMMITTEE

At the May 20, 2016 Finance and Citywide Projects Committee ("FCPC") meeting, the Administration presented the terms and conditions set forth above. The FCPC considered this matter and recommended approving new leases with South Florida Seniors in Action, Inc and Lighthouse Church of Miami Beach, Inc.

Commission Memorandum South Shore Community Center - Lease May 8, 2016 Page 4 of 4

CONCLUSIONThe Administration recommends that the Mayor and City Commission adopt the Resolution in favor of accepting the recommendation of the FCPC.

Exhibits:

Α

SFSIA - Letter of Services

Floor Plan

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Exhibit A



Our Address: 1750 James Ave. Unit 3J Mlami Beach, FL 33139

Contact:

Phone: 786 210.9559

Attn: Mark Milisits

Dear Mark,

Thank you very much for your assistance in assisting us with the Lease program. The list of services we will be providing at the tentative facility are:

- Case Management, Service Coordination
- Referral Services for Health Care / Mental Health
- HUD Referral for Low-Income / Moderate Income Housing
- Homeless Referral
- DCF Community Partner Program / Annual Certification Re-Certification for Seniors and Low-Income / Moderate Income Individuals for programs like, food stamp, QMB, Medicaid Long Term Care, etc.
- Medicare Education Referral Services
- ID Theft Protection/ Referral for Seniors

Our aims and services are directed towards the City of Miami Beach Strategic Plan to reflect the community priorities and our Services.

South Florida Seniors in Action have been, and will continue to link seniors living in Low Income Housing of Miami Beach, with all the programs and services available for them, through the City of Miami Beach, State, Federal and other Non Profit organizations.

Buildings that we have been serving for the pass year are and will continue to serve:

Council Towers North. 1040 Collins Avenue Miami Beach, FL - 33139

125 units

Council Towers South. 533 Collins Avenue Miami Beach, FL - 33139

125 units

Federation Towers. 757 West Ave Miami Beach, FL - 33139

113 units

Lulav Square. 628 Lenox Ave. Miami Beach, FL - 33139

139 units

Rebecca Towers. 200 Alton Rd Miami Beach, FL - 33139

200 units





Our Address: 1750 James Ave. Unit 3J Mlamijaeggh FL 33139

SOUTHELORIDA Stella Maris . 8658 Harding Ave. Miami Beach, FL SENIORS IN ACTION

136 unitsontact: Phone: 786 210.9559

Four Freedoms House. 3800 Collins Ave Miami Beach, FL - 33140

210 units

Miami Beach Marian Towers. 17505 N Bay Rd Miami Beach, FL - 33160

221 units

The Blackstone. 800 Washington Ave Miami Beach, FL – 33139

130 units

Miami Beach Community Development Corp. 945 Pennsylvania Avenue, 2nd Floor

Miami Beach, FL - 33139

14 Buildings

In addition all Section 8 vouchers of Miami Beach and low income seniors looking for housing and in a waiting list

I look forward to hearing from you soon.

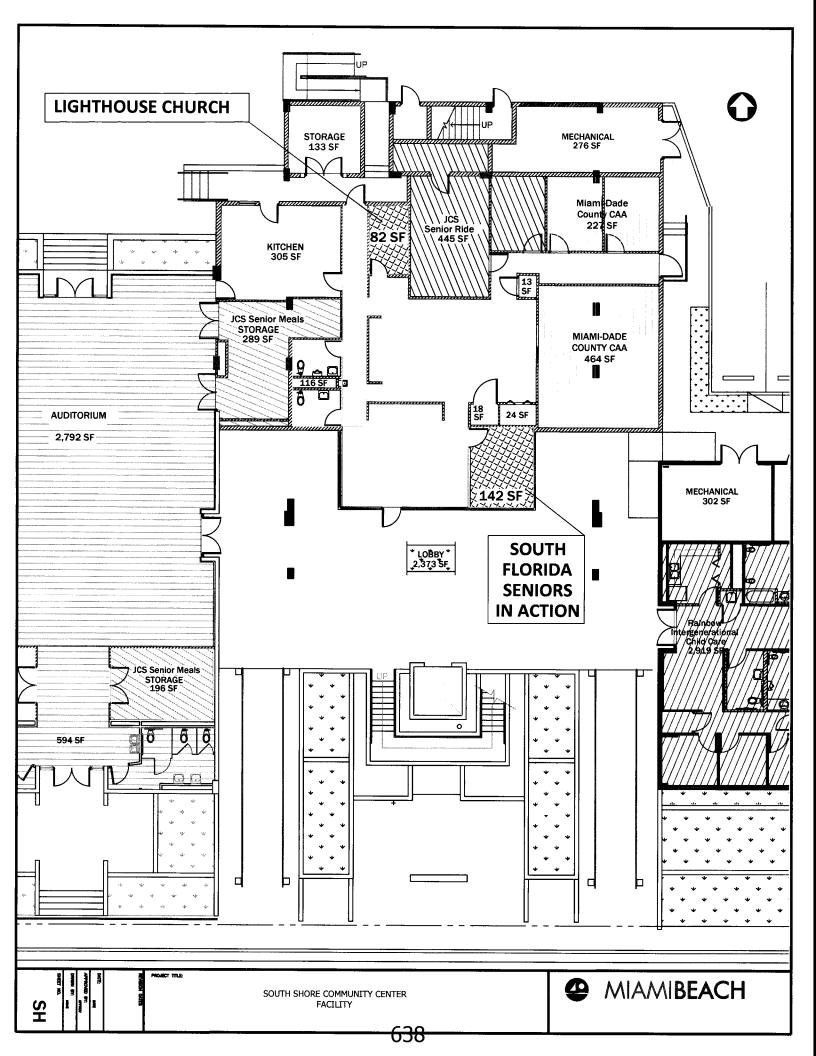
Cordially Yours,

Eddie Sierra, MBA, SBA

SFSiA-Secretary



Exhibit B



RESOL	.UTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY ADVERTISED PUBLIC HEARING, AND WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY AND SOUTH FLORIDA SENIORS IN ACTION, INC (TENANT), FOR THE USE OF APPROXIMATELY 142 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF THIRTY-NINE (39) MONTHS, COMMENCING JULY 1, 2016 AND ENDING SEPTEMBER 30, 2019.

WHEREAS, the South Shore Community Center (Center) is located at 833 6th Street and is owned by the City of Miami Beach (City); and

WHEREAS, the Center provides space to various not-for-profit, community service organizations including Miami Dade County Community Action Agency, Jewish Community Services of South Florida, Inc., Little Havana Activities and Nutrition Centers of Dade County, Inc. and South Florida Workforce Investment Board, Inc. d/b/a Careersource South Florida.

WHEREAS, there is currently approximately 1,019 square feet of office space and 216 square feet of storage space available at the Center; and

WHEREAS, Tenant provides a variety of services to the elderly community in Miami Beach and has requested to lease 142 square feet of office space on the ground floor to provide a convenient location for Miami Beach residents to access services; and

WHEREAS, the City charges the existing tenants \$1.20 annually for base rent and only charges specific operating expenses (limited to utilities, maintenance and janitorial services), currently estimated to be \$11.06 per square foot, incurred by the City to operate the Center; and

WHEREAS, the Administration submitted the agreed upon terms and conditions to the Finance and Citywide Projects Committee (FCPC) at its May 20, 2016 meeting, and the FCPC recommended approving a new lease agreement with Tenant, containing the following essential terms:

Term: Thirty-nine (39) months commencing July 1, 2016 and ending September

30, 2019. (This is coterminous with all the other agreements at the Center).

Base Rental Rate: \$1.20 annually

Lease Basis: Triple Net - Tenant shall pay its proportionate share of the operating

expenses (currently estimated to be \$11.06 per square foot) in the amount

of \$130.88 monthly

Construction

Tenant shall accept the Premises in "as-is" condition.

Allowance:

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly advertised public hearing, hereby waive, by 5/7ths vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approve and authorize the Mayor and City Clerk to execute a lease agreement, substantially in the form attached to this Resolution as Exhibit "A", between the City and South Florida Seniors in Action, Inc (Tenant), for the use of approximately 142 square feet of City-owned property, located at 833 6th Street, Miami Beach, Florida (Premises), for a term of thirty-nine (39) months, commencing July 1, 2016 and ending September 30, 2019.

APPROVED AS TO FORM & LANGUAGE

Rafael E. Granado, City Clerk	Philip Levine, Mayor
ATTEST:	
PASSED and ADOPTED this day of	2016.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of ______, 2016, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation (hereinafter referred to as "City" or "Landlord"), and SOUTH FLORIDA SENIORS IN ACTION, INC, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

1. Demised Premises.

The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises" and more fully described as follows:

Approximately one hundred forty-two (142) square feet of leasable office space on the 1st floor of the South Shore Community Center (a.k.a. the 6th Street Community Center or the "Building"), located at 833 Sixth Street, **Mia**mi Beach, **Florida**, 33139, and as more specifically delineated in "Exhibit 1", attached hereto and incorporated herein.

- 2. <u>Term.</u>
- Tenant shall be entitled to have and to hold the Demised Premises for an initial term of thirty-nine (39) months, commencing on the 1st day of July, 2016 (the "Commencement Date"), and ending on the 30th day of September, 2019. For purposes of this Lease Agreement, and including, without limitation, Subsections 2.2 and 2.3 herein, a "contract year" shall be defined as that certain period commencing on the 1st day of July, and ending on the 30th day of June.
- 2.2 Intentionally Omitted.
- 2.3 NOTWITHSTANDING SUBSECTIONS 2.1 AND 2.2 HEREIN, THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY, WITHOUT CAUSE AND FOR CONVENIENCE AT ANY TIME DURING THE TERM (INCLUDING ANY RENEWAL TERM), UPON FURNISHING THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY.
- 3. <u>Rent.</u>
- 3.1 Base Rent:

Base Rent for the Demised Premises shall begin to accrue on the Commencement Date.

3.1.1 Throughout the Term herein, the Base Rent for the Demised

Premises shall be One Dollar and Twenty Cents (\$1.20) per year, payable by Tenant monthly, commencing on the Commencement Date and, thereafter, on each first day of subsequent months.

3.1.2 Concurrent with the payment of the Base Rent, Tenant shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:

Tenant shall pay One Hundred Thirty Eight Dollars and 88/100 (\$130.88) per month, for its proportionate share of "Operating Expenses" which are defined as follows:

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repair costs and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Irrespective of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be 1.120%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

3.2.2 Property Taxes:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11 herein.

3.2.3 Insurance:

Intentionally Omitted.

3.3 Sales Taxes:

Concurrent with the payment of the Base Rent and Additional Rent as provide herein, Tenant shall also pay any and all sums for all applicable tax(es), including without limitation, sales and use taxes and Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

3.4 Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

4. <u>Location for Payments.</u>

All rents or other payments due hereunder shall be paid to the City at the following address:

City of Miami Beach
Revenue Manager
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

or at such other address as the City may, from time to time, designate in writing.

- 5. <u>Parking.</u> Intentionally Omitted.
- 6. <u>Security Deposit.</u> Intentionally Omitted.
- 7. <u>Use and Possession of Demised Premises.</u>
- 7.1 The Demised Premises shall be used by the Tenant solely for the purpose(s) of providing services to the elderly community in Miami Beach. Said Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being as follows:

Monday – Friday: 8:00 AM to 5:00 PM

Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

- It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purpose(s)/use(s), and for no other purpose(s) and/or use(s) whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises; nor permit the use of the Demised Premises for any illegal purposes; nor commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purpose(s) not expressly permitted herein, or permits and/or allows any prohibited use(s) as provided herein, then the City may declare this Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.
- 7.3 Tenant shall also maintain its **not-for-profit** status in full force and effect, and in good standing, throughout the Term herein.

8. <u>Improvements.</u>

- Tenant accepts the Demised Premises in their present "AS IS" condition 8.1 and may construct or cause to be constructed, such interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7; provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior written consent, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenant's sole expense and responsibility. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.
- 8.2 Notwithstanding Subsection 8.1, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any or all alterations or additions made by Tenant to or in the Demised Premises shall, upon written demand by the City Manager, be promptly removed by Tenant, at its expense and responsibility, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred (\$500.00) Dollars, provided that the work is not structural, and provided that it is permitted by applicable law.

9. <u>City's Right of Entry.</u>

- The City Manager, and/or his authorized representatives, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same; preventing waste; making such repairs as the City may consider necessary; and for the purpose of preventing fire, theft or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Demised Premises is an emergency, as deemed by the City Manager, in his sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.
- If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City Manager, and/or his authorized representatives, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.
- 9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors prior to (but no later than by) the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City Manager, and in the event such consent is given, Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

- Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been reviewed and approved by the City's Risk Manager:
 - 10.1.1 Comprehensive General Liability, in the minimum amount of One Million (\$1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage.

The City of Miami Beach must be named as an additional insured on this policy.

- 10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.
- All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Agreement).
- Proof of these coverages must be provided by submitting original certificates of insurance to the City's Risk Manager and Asset Manager respectively. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager (to be submitted to the addresses set forth in Section 27 hereof). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.
- 11. <u>Property Taxes and Assessments.</u>
 For the purposes of this Section and other provisions of this Agreement:
- The term "Property Taxes" shall mean (i) real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises and/or the tax lot and/or property/Building which may include the Demised Premises (hereinafter referred to as the "tax lot"), and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.
- The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.
- Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's pro-rata share of Property Taxes (if any) for such Property Tax Year; said pro-rata share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of

such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. <u>Assignment and Subletting.</u>

Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of the City Manager, which consent, if granted at all shall be at the City Manager's sole and absolute discretion. Such written consent is not a matter of right and the City is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Agreement.

13. Operation, Maintenance and Repair.

Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole expense and responsibility, maintain the Demised Premises, and all fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken, using glass of the same or better quality.

The City shall be responsible for the maintenance of the HVAC system, roof, structural exterior of the Building, the structural electrical and plumbing (other than plumbing surrounding any sink(s) and/or toilet(s), including such sink(s) and toilet(s) fixtures, within the Demised Premises), and the common areas. The City shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition.

- All damage or injury of any kind to the Demised Premises, and including without limitation its fixtures, glass, appurtenances, and equipment (if any), or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the gross negligence and/or willful misconduct of the City, shall be the sole obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant, at its sole cost and expense, to the satisfaction of the City.
- All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.
- 13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums

spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days after submittal of a bill or statement therefore.

- 13.5 It shall be Tenant's sole obligation and responsibility to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.
- 13.6 <u>Tenant Responsibilities for Utilities (not included within Operating Expenses).</u>

Tenant is solely responsible for, and shall promptly pay when due, all charges and impact fees for any and all utilities for the Demised Premises NOT included as an Operating Expense (pursuant to Subsection 3.2.1).

In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services (as contemplated in this Subsection 13.6) when due, the City may elect, at its sole discretion, to pay same, whereby Tenant agrees to promptly reimburse the City upon demand.

In no event, however, shall the City be liable, whether to Tenant or to third parties, for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.

14. <u>Governmental Regulations.</u>

Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises, and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own expense and responsibility. Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the Demised Premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said Premises, or improvements by or at the direction or sufferance of the Tenant; provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of

such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the Premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

- 16. Intentionally Omitted.
- 17. Condemnation.
- 17.1 If at any time during the Term of this Agreement (including any renewal term hereunder) all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings, then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and Tenant shall pay any and all rents, additional rents, utility charges, and/or other costs for which it is liable under the terms of this Agreement, up to the date of such taking.
- 17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.
- 18. Default.
- 18.1 <u>Default by Tenant:</u>

At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 The Base Rent, Additional Rent, or any other amounts as may be due and payable by Tenant under this Agreement, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and Tenant shall not have cured such failure within five (5) days after receipt of written notice from the City specifying such default:

- 18.1.2 The Demised Premises shall be deserted, abandoned, or vacated;
- 18.1.3 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;
- 18.1.4 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at his sole discretion;
- Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 18.1.6 **Tenant** shall become insolvent;
- 18.1.7 Tenant shall make an assignment for benefit of creditors;
- A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;
- 18.1.9 The leasehold interest is levied on under execution; or
- 18.1.10 Tenant fails to maintain its not-for-profit status in current and good standing, as required pursuant to Subsection 7.3 herein.

19. Rights on Default.

19.1 Rights on Default:

In the event of any default by Tenant as provided herein, City shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon the Demised Premises and expel or

remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or otherwise.

- 19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.
- 19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore; remove Tenant's property there from; and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.
- Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Tenant liable for the deficiency, if any.
- 19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be

defined as within five (5) days from the due date. In addition, there will be a late charge of Fifty (\$50.00) Dollars for any payments submitted after the grace period.

- 19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.
- 19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 <u>Default by City:</u>

The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 <u>Tenant's Rights on Default:</u>

If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement; provided however, that Tenant expressly acknowledges and agrees that any recovery by Tenant shall be limited to the amount set forth in Subsection 19.4 and Section 32 of this Agreement.

- 19.4 Limitation of City's Liability in the Event of City's Default:
 NOTWITHSTANDING SUBSECTIONS 19.2 AND 19.3 OF THIS AGREEMENT, TENANT AND THE CITY HEREBY ACKNOWLEDGE AND AGREE THAT, AS THE CITY HAS AGREED TO LEASE THE DEMISED PREMISES TO TENANT (AS A NOT-FOR-PROFIT ENTITY) FOR RENT AT SUBSTANTIALLY BELOW-MARKET VALUE, THE CITY'S LIABILITY FOR ANY DAMAGES AND OR OTHER RECOVERABLE COSTS SHALL BE SUBJECT TO THE MAXIMUM AMOUNT AS SET FORTH IN SECTION 32 ("LIMITATION OF LIABILITY") OF THIS AGREEMENT.
- 20. <u>Indemnity Against Costs and Charges.</u>
- Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.
- If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. <u>Indemnification Against Claims.</u>

- 21.1 Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:
 - 21.1.1 An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;
 - 21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;
 - 21.1.3 Any breach, violation, or non-performance of any undertaking of

Tenant under this Agreement;

- 21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under this Agreement.
- Tenant agrees to pay all damages to the Demised Premises and/or other facilities used in connection therewith, caused by Tenant or any employee, agent, contractor, guest, or invitee of Tenant.

22. Signs and Advertising.

Without the prior written consent of the City Manager, which consent, if given at all, shall be at the City Manager's sole and absolute discretion, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.

23. <u>Effect of Conveyance.</u>

The term "City" and/or "Landlord" as used in the Agreement means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the City shall be and hereby is entirely freed and relieved of all covenants and obligations of the City hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of the City hereunder.

24. <u>Damage to the Demised Premises</u>.

24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by the City Manager, in his sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent (Base Rent and Additional Rent) shall not be abated. If by reason of such occurrence. the Demised Premises shall be rendered untenantable, as determined by the City Manager, in his sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable, provided however, that the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable and if such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement.

- If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the Rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly.
- Notwithstanding any clause contained in this Section 24, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.

Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

- It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.
- A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as Rent, unless such breach be expressly waived in writing by the City.

27. Notices.

The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD: City Manager

City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

With copy to: Asset Manager

City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

TENANT: Eddie Sierra

South Florida Seniors in Action, Inc 2954 SW 25th Terrace Miami, Florida 33133

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.

This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Limitation of Liability.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Five Thousand Dollars (\$5,000.00). Tenant hereby expresses its willingness to enter into this Agreement with Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$5,000.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of \$5,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

33. Surrender of the Demised Premises.

Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of Tenant to surrender the Demised Premises as and when herein required.

34. <u>Time is of the Essence.</u>

Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35. Venue:

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement

shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

36. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

37. No Dangerous Materials.

Tenant agrees not to use **or permit** in the **Demised** Premises the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any **substance** or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Demised Premises shall be immediately removed.

Tenant shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Tenant of any "hazardous substance" or "petroleum products" on, in or upon the Demised Premises as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this Section 37 shall survive the termination or earlier expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:	CITY OF MIAMI BEACH, FLORIDA
Rafael Granado, CITY CLERK	Philip Levine, MAYOR
Signature	
Print Name	
Attest:	SOUTH FLORIDA SENIORS IN ACTION, INC
Signature	Sixto Acea, PRESIDENT
Print Name	
Signature	
Print Name	
CORPORATE SEAL (affix seal here)	

F:\RHCD\\$ALL\ECON\\$ALL\ASSET\6STREET.CTR\LEASES\SFSIA\Lease Agreement - South Florda Seniors In Action (05-24-16).docx

EXHIBIT 1

Demised Premises

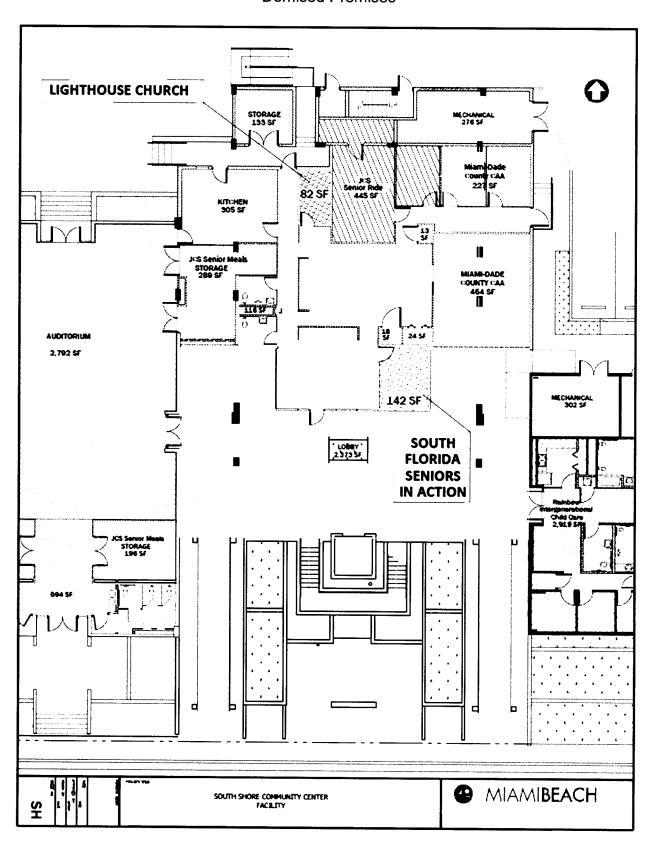


EXHIBIT 3.2.1

Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)

			Total		r Leasable uare Foot
			Cost		Cost
Utilities	Electricity		49,26 3		3.89
	Water		3,454	i _{ge}	0.27
	Sewer		2,951		0.23
	Stormwater (estimate)		2,500		0.20
	Subtotal	\$	58,172	\$	4.59
Maintenance	Janitori al		33,189		2.62
	Elevator	.?	1,428		0.11
	Cooling Tower Treatment		1, 644		0.13
	Fire Services		362		0.03
	Pest Control		642		0.05
***	Repairs & Maintenance		44,691		3.53
	Subtotal	\$	81,962	\$	6.47
Insurance	Property Insurance Hurricane Exposure	4: 			
	Subtotal	\$	-	\$	-
Total Annual Op	perating Expenses	\$	140,135	\$	11.06

Building Square Footage Distribution					
	1st Floor	2nd Floor	<u>Total</u>		
Leasable Area	8,850	3,826	12,676		
Common Area	4,198	990	5,188		
Total	13,048	4,816	17,864		

RESOLUTION NO.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY ADVERTISED PUBLIC HEARING, AND WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY AND LIGHTHOUSE CHURCH OF MIAMI BEACH, INC. (TENANT), FOR THE USE OF APPROXIMATELY 82 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED ON THE FIRST FLOOR AT 833 6TH STREET, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF THIRTY-NINE (39) MONTHS, COMMENCING JULY 1, 2016 AND ENDING SEPTEMBER 30, 2019.

WHEREAS, the South Shore Community Center (Center) is located at 833 6th Street and is owned by the City of Miami Beach (City); and

WHEREAS, the Center provides space to various not-for-profit, community service organizations including Miami Dade County Community Action Agency, Jewish Community Services of South Florida, Inc., Little Havana Activities and Nutrition Centers of Dade County, Inc. and South Florida Workforce Investment Board, Inc. d/b/a Careersource South Florida.

WHEREAS, there is currently approximately 1,019 square feet of office space and 216 square feet of storage space available at the Center; and

WHEREAS, Tenant utilizes the auditorium, under a monthly Facility Rental Request, for public worship services on Sundays and has requested to lease 82 square feet of interior storage space on the ground floor to store their music equipment and other items related to their use of the auditorium; and

WHEREAS, the City charges the existing tenants \$1.20 annually for base rent and only charges specific operating expenses (limited to utilities, maintenance and janitorial services), currently estimated to be \$11.06 per square foot, incurred by the City to operate the Center; and

WHEREAS, the Administration submitted the agreed upon terms and conditions to the Finance and Citywide Projects Committee (FCPC) at its May 20, 2016 meeting, and the FCPC recommended approving a new lease agreement with Tenant, containing the following essential terms:

Term:

Thirty-nine (39) months commencing July 1, 2016 and ending September

30, 2019. (This is coterminous with all the other agreements at the Center).

Base Rental Rate:

\$1.20 annually

Lease Basis:

Triple Net - Tenant shall pay its proportionate share of the operating

expenses (currently estimated to be \$11.06 per square foot) in the amount

of \$75.58 monthly

Construction

Tenant shall accept the Premises in "as-is" condition.

Allowance:

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly advertised public hearing, hereby waive, by 5/7ths vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approve and authorize the Mayor and City Clerk to execute a lease agreement, substantially in the form attached to this Resolution as Exhibit "A", between the City and Lighthouse Church of Miami Beach, Inc. (Tenant), for the use of approximately 82 square feet of City-owned property, located at 833 6th Street, Miami Beach, Florida (Premises), for a term of thirty-nine (39) months, commencing July 1, 2016 and ending September 30, 2019.

PASSED and ADOPTED this	day of	2016.	
ATTEST:			
Rafael E. Granado, City Clerk		Philip Levine, Mayor	
T:\AGENDA\2016\June\TCED\SSCC - New Le	eases\SSCC Lease	Agreements - LCOMB RESO.docx	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2016, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation (hereinafter referred to as "City" or "Landlord"), and LIGHTHOUSE CHURCH OF MIAMI BEACH, INC., a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

1. Demised Premises.

The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises" and more fully described as follows:

Approximately eighty-two (82) square feet of leasable storage space on the 1st floor of the South Shore Community Center (a.k.a. the 6th Street Community Center or the "Building"), located at 833 Sixth Street, Miami Beach, Florida, 33139, and as more specifically delineated in "Exhibit 1", attached hereto and incorporated herein.

- 2. Term.
- Tenant shall be entitled to have and to hold the Demised Premises for an initial term of thirty-nine (39) months, commencing on the 1st day of July, 2016 (the "Commencement Date"), and ending on the 30th day of September, 2019. For purposes of this Lease Agreement, and including, without limitation, Subsections 2.2 and 2.3 herein, a "contract year" shall be defined as that certain period commencing on the 1st day of July, and ending on the 30th day of June.
- 2.2 Intentionally Omitted.
- 2.3 NOTWITHSTANDING SUBSECTIONS 2.1 AND 2.2 HEREIN, THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY, WITHOUT CAUSE AND FOR CONVENIENCE AT ANY TIME DURING THE TERM (INCLUDING ANY RENEWAL TERM), UPON FURNISHING THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY.
- 3. Rent.
- 3.1 Base Rent:

Base Rent for the Demised Premises shall begin to accrue on the Commencement Date.

3.1.1 Throughout the Term herein, the Base Rent for the Demised

Premises shall be One Dollar and Twenty Cents (\$1.20) per year, payable by Tenant monthly, commencing on the Commencement Date and, thereafter, on each first day of subsequent months.

3.1.2 Concurrent with the payment of the Base Rent, Tenant shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Operating Expenses:

Tenant shall pay Seventy Five Dollars and 58/100 (\$75.58) per month, for its proportionate share of "Operating Expenses" which are defined as follows:

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include electrical service, water service, sewer service, stormwater costs, maintenance and repair costs and janitorial service to the Building (including the Demised Premises).

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Irrespective of the items listed above, amounts due by Tenant, associated with Common Facilities Operating Expenses, will be determined based on Tenant's pro-rata share of the items more specifically described in "Exhibit 3.2.1", which is hereby made a part of this Lease Agreement. Pro-rata share shall mean the percent which the Demised Premises bears to the total square footage of leasable space within the Building, which share is hereby agreed to be 0.647%. Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

3.2.2 Property Taxes:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11 herein.

3.2.3 Insurance:

Intentionally Omitted.

3.3 Sales Taxes:

Concurrent with the payment of the Base Rent and Additional Rent as provide herein, Tenant shall also pay any and all sums for all applicable tax(es), including without limitation, sales and use taxes and Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

3.4 Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

4. <u>Location for Payments.</u>

All rents or other payments due hereunder shall be paid to the City at the following address:

City of Miami Beach
Revenue Manager
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

or at such other address as the City may, from time to time, designate in writing.

- 5. <u>Parking.</u> Intentionally Omitted.
- 6. <u>Security Deposit.</u> Intentionally Omitted.
- 7. <u>Use and Possession of Demised Premises.</u>
- 7.1 The Demised Premises shall be used by the Tenant solely for the purpose(s) of storing music equipment and other items related to Tenant's use of the auditorium.

Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

- It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purpose(s)/use(s), and for no other purpose(s) and/or use(s) whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises; nor permit the use of the Demised Premises for any illegal purposes; nor commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purpose(s) not expressly permitted herein, or permits and/or allows any prohibited use(s) as provided herein, then the City may declare this Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.
- 7.3 Tenant shall also maintain its **not-for-profit** status in full force and effect, and in good standing, throughout the Term herein.

8. <u>Improvements.</u>

- 8.1 Tenant accepts the Demised Premises in their present "AS IS" condition and may construct or cause to be constructed, such interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7; provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior written consent, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenant's sole expense and responsibility. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.
- 8.2 Notwithstanding Subsection 8.1, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any or all alterations or additions made by Tenant to or in the Demised Premises shall, upon written demand by the City Manager, be promptly removed by Tenant, at its expense and responsibility, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred (\$500.00) Dollars, provided that the work is not structural, and provided that it is permitted by applicable law.

9. <u>City's Right of Entry.</u>

- The City Manager, and/or his authorized representatives, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same; preventing waste; making such repairs as the City may consider necessary; and for the purpose of preventing fire, theft or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Demised Premises is an emergency, as deemed by the City Manager, in his sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.
- If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City Manager, and/or his authorized representatives, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.
- 9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors prior to (but no later than by) the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City Manager, and in the event such consent is given, Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

- Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been reviewed and approved by the City's Risk Manager:
 - 10.1.1 Comprehensive General Liability, in the minimum amount of One Million (\$1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage.

The City of Miami Beach must be named as an additional insured on this policy.

- 10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.
- All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Agreement).
- Proof of these coverages must be provided by submitting original certificates of insurance to the City's Risk Manager and Asset Manager respectively. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager (to be submitted to the addresses set forth in Section 27 hereof). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.
- 11. <u>Property Taxes and Assessments.</u>
 For the purposes of this Section and other provisions of this Agreement:
- The term "Property Taxes" shall mean (i) real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises and/or the tax lot and/or property/Building which may include the Demised Premises (hereinafter referred to as the "tax lot"), and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.
- The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.
- Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's pro-rata share of Property Taxes (if any) for such Property Tax Year; said pro-rata share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of

such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. Assignment and Subletting.

Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of the City Manager, which consent, if granted at all shall be at the City Manager's sole and absolute discretion. Such written consent is not a matter of right and the City is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Agreement.

13. Operation, Maintenance and Repair.

Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole expense and responsibility, maintain the Demised Premises, and all fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken, using glass of the same or better quality.

The City shall be responsible for the maintenance of the HVAC system, roof, structural exterior of the Building, the structural electrical and plumbing (other than plumbing surrounding any sink(s) and/or toilet(s), including such sink(s) and toilet(s) fixtures, within the Demised Premises), and the common areas. The City shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition.

- All damage or injury of any kind to the Demised Premises, and including without limitation its fixtures, glass, appurtenances, and equipment (if any), or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the gross negligence and/or willful misconduct of the City, shall be the sole obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant, at its sole cost and expense, to the satisfaction of the City.
- All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.
- 13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums

spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days after submittal of a bill or statement therefore

- 13.5 It shall be Tenant's sole obligation and responsibility to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.
- 13.6 <u>Tenant Responsibilities for Utilities (not included within Operating Expenses).</u>

Tenant is solely responsible for, and shall promptly pay when due, all charges and impact fees for any and all utilities for the Demised Premises **NOT** included as an Operating Expense (pursuant to Subsection 3.2.1).

In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services (as contemplated in this Subsection 13.6) when due, the City may elect, at its sole discretion, to pay same, whereby Tenant agrees to promptly reimburse the City upon demand.

In no event, however, shall the City be liable, whether to Tenant or to third parties, for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.

14. Governmental Regulations.

Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises, and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own expense and responsibility. Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the Demised Premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said Premises, or improvements by or at the direction or sufferance of the Tenant; provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of

such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the Premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

- 16. Intentionally Omitted.
- 17. Condemnation.
- 17.1 If at any time during the Term of this Agreement (including any renewal term hereunder) all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings, then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and Tenant shall pay any and all rents, additional rents, utility charges, and/or other costs for which it is liable under the terms of this Agreement, up to the date of such taking.
- 17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 <u>Default by Tenant:</u>

At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 The Base Rent, Additional Rent, or any other amounts as may be due and payable by Tenant under this Agreement, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and Tenant shall not have cured such failure within five (5) days after receipt of written notice from the City specifying such default:

- 18.1.2 The Demised Premises shall be deserted, abandoned, or vacated;
- 18.1.3 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;
- 18.1.4 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at his sole discretion;
- Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 18.1.6 **Tenant** shall become insolvent;
- 18.1.7 Tenant shall make an assignment for benefit of creditors;
- 18.1.8 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;
- 18.1.9 The leasehold interest is levied on under execution; or
- 18.1.10 Tenant fails to maintain its not-for-profit status in current and good standing, as required pursuant to Subsection 7.3 herein.

19. Rights on Default.

19.1 Rights on Default:

In the event of any default by Tenant as provided herein, City shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon the Demised Premises and expel or

remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or otherwise.

- 19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.
- 19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore; remove Tenant's property there from; and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.
- Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Tenant liable for the deficiency, if any.
- 19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be

defined as within five (5) days from the due date. In addition, there will be a late charge of Fifty (\$50.00) Dollars for any payments submitted after the grace period.

- 19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.
- 19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 <u>Default by City:</u>

The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 <u>Tenant's Rights on Default:</u>

If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement; provided however, that Tenant expressly acknowledges and agrees that any recovery by Tenant shall be limited to the amount set forth in Subsection 19.4 and Section 32 of this Agreement.

- 19.4 Limitation of City's Liability in the Event of City's Default:
 NOTWITHSTANDING SUBSECTIONS 19.2 AND 19.3 OF THIS AGREEMENT, TENANT AND THE CITY HEREBY ACKNOWLEDGE AND AGREE THAT, AS THE CITY HAS AGREED TO LEASE THE DEMISED PREMISES TO TENANT (AS A NOT-FOR-PROFIT ENTITY) FOR RENT AT SUBSTANTIALLY BELOW-MARKET VALUE, THE CITY'S LIABILITY FOR ANY DAMAGES AND OR OTHER RECOVERABLE COSTS SHALL BE SUBJECT TO THE MAXIMUM AMOUNT AS SET FORTH IN SECTION 32 ("LIMITATION OF LIABILITY") OF THIS AGREEMENT.
- 20. Indemnity Against Costs and Charges.
- Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.
- If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

- Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:
 - 21.1.1 An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant:
 - 21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;
 - 21.1.3 Any breach, violation, or non-performance of any undertaking of

Tenant under this Agreement;

- 21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under this Agreement.
- Tenant agrees to pay all damages to the Demised Premises and/or other facilities used in connection therewith, caused by Tenant or any employee, agent, contractor, guest, or invitee of Tenant.

22. Signs and Advertising.

Without the prior written consent of the City Manager, which consent, if given at all, shall be at the City Manager's sole and absolute discretion, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.

23. <u>Effect of Conveyance</u>.

The term "City" and/or "Landlord" as used in the Agreement means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the City shall be and hereby is entirely freed and relieved of all covenants and obligations of the City hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of the City hereunder.

24. <u>Damage to the Demised Premises</u>.

24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by the City Manager, in his sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent (Base Rent and Additional Rent) shall not be abated. If by reason of such occurrence. the Demised Premises shall be rendered untenantable, as determined by the City Manager, in his sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, that the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable and if such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement.

- If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the Rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly.
- Notwithstanding any clause contained in this Section 24, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.

Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

- It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.
- A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as Rent, unless such breach be expressly waived in writing by the City.

27. Notices.

The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD: City Manager

City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

With copy to: Asset Manager

City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

TENANT: Wendell Fisher

Lighthouse Church of Miami Beach, Inc.

833 6th Street Miami Beach, Florida 33139

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.

This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Limitation of Liability.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Five Thousand Dollars (\$5,000.00). Tenant hereby expresses its willingness to enter into this Agreement with Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$5,000.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of \$5,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

33. Surrender of the Demised Premises.

Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of Tenant to surrender the Demised Premises as and when herein required.

34. <u>Time is of the Essence</u>.

Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35. Venue:

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement

shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

36. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

37. No Dangerous Materials.

Tenant agrees not to use or permit in the Demised Premises the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Demised Premises shall be immediately removed.

Tenant shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Tenant of any "hazardous substance" or "petroleum products" on, in or upon the Demised Premises as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this Section 37 shall survive the termination or earlier expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:	CITY OF MIAMI BEACH, FLORIDA
Rafael Granado, CITY CLERK	Philip Levine, MAYOR
Signature	
Print Name	
Attest:	LIGHTHOUSE CHURCH OF MIAMI BEACH, INC.
Signature	Wendell Fisher, PRESIDENT
Print Name	
Signature	
Print Name	
CORPORATE SEAL	

F:\RHCD\\SALL\ECON\\SALL\ASSET\6STREET.CTR\LEASES\SFSIA\Lease Agreement - South Florda Seniors In Action (05-24-16).docx

(affix seal here)

EXHIBIT 1

Demised Premises

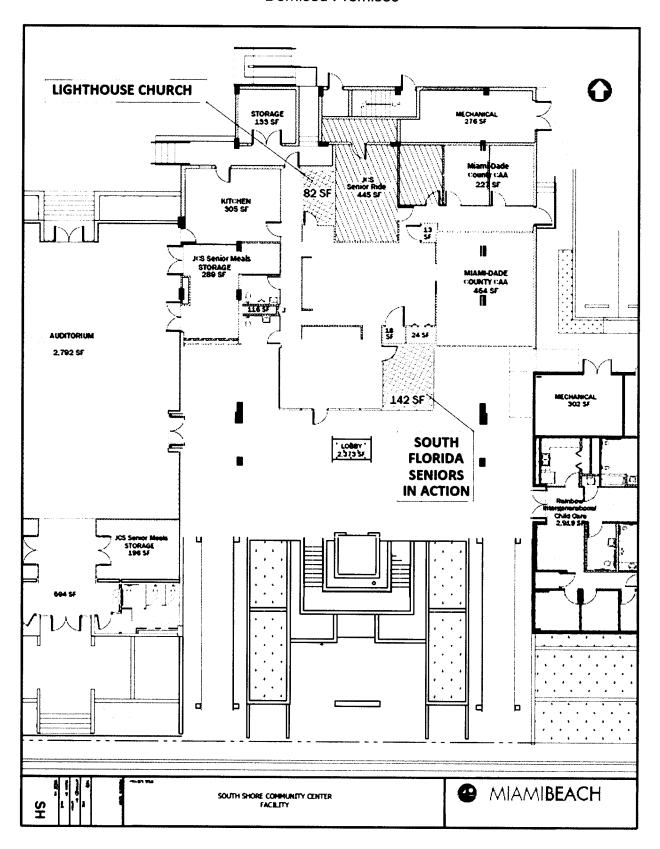


EXHIBIT 3.2.1

Operating Expenses

South Shore Community Center 833 6th Street 2013 Fiscal Year Operating Expenses (Total without Insurance)

					Leasable
		L. Comment	Total	Squ	are Foot
Utilities	Clasticit.	4 i	Cost		Cost
Othities	Electricity		49,263		3.89
	Water		3,4 54		0.27
	Sewer		2,951		0.23
	Stormwater (estimate)		2,500		0.20
:	Subtotal	\$	58,172	\$	4.59
					2.6
Maintenance	Janitor ial		33,189		2.62
	Elevator	100	1,428		0.11
	Cooling Tower Treatment		1 ,644		0.13
	Fire Services		362		0.03
A	Pest Control		642		0.05
	Repairs & Maintenance		44,691		3.53
	Subtotal	\$	81,962	\$	6.47
Insurance	Property Insurance Hurricane Exposure				
#\ 	Subtotal	\$	-	\$	-
Total Annual Or	perating Expenses	Ś	140,135	\$	11.06

Building Square Footage Distribution				
	1st Floor	2nd Floor	<u>Total</u>	
Leasable Area	8,850	3,826	12,676	
Common Area	4,198	990	5,188	
Total	13,048	4,816	17,864	

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

JUNE 8, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8, 2016, at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:45 a.m.

A Resolution, Following A Duly Advertised Public Hearing, And Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And South Florida Seniors In Action, Inc (Tenant), For The Use Of Approximately 142 Square Feet Of City-Owned Property, Located On The First Floor At 833 6th Street, Miami Beach, Florida (Premises), For A Term Of Thirty-Nine (39) Months, Commencing July 1, 2016 And Ending September 30, 2019. This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.

10:46 a.m

A Resolution, Following A Duly Advertised Public Hearing, And Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City; And Approving And Authorizing The Mayor And City Clerk To Execute A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The City And Lighthouse Church Of Miami Beach, Inc. (Tenant), For The Use Of Approximately 82 Square Feet Of City-Owned Property, Located On The First Floor At 833 6th Street, Miami Beach, Florida (Premises), For A Term Of Thirty-Nine (39) Months, Commencing July 1, 2016 And Ending September 30, 2019. This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.

5:02 p.m.

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk City of Miami Beach

Ad No. 1163

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R7D A Resolution Pursuant To Section 82-37, Of The City Code, Approving On First Reading, And Further Setting A Second Reading/Public Hearing To Obtain Citizen Input On, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley"); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); Waiving By 5/7th Vote, The Competitive Bidding Requirement, Pursuant To Sections 82-39(a), Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Condition; And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer; And Further Referring This Item To The Finance And Citywide Projects Committee, As Required By Section 82-37(a)(1), Of The City Code. First Reading (Office of the City Attorney)

(Item to be Submitted in Supplemental)

Agenda Item R7D
Date 6-8-16

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A Resolution authorizing the City Manager or his designee to apply for and accept a Justice Assistance Grant with the U.S. Department of Justice, Bureau of Justice Assistance.

Key Intended Outcomes Supported:

Insist on Police Department accountability and skilled management/leadership.

Supporting Data - Community Satisfaction Survey: When asked how to improve the Quality of Life in Miami Beach "Improve quality of police presence and enforcement" was the fourth highest response.

Item Summary/Recommendation:

The Administration requests approval to authorize the City Manager or his designee to submit a grant application to the US Department of Justice for the Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) program, in the approximate amount of \$70,962, for local criminal justice programs that meet the Department of Justice's criteria.

Applicants are required to make information on this JAG grant available to the governing body, and are required to provide an opportunity for citizens to comment prior to application submission, to the extent applicable by law or established procedures. The Administration is therefore making this information available at this public City Commission meeting. Information regarding this grant and an opportunity for public comment are also available on the City's website at: www.miamibeachfl.gov.

Financial Information:

ds Grant Name/Project	Approx Grant Amt	Approximate Match Amount/Source
FY 2016 US Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program	\$70,962	N/A

City	/ Clerk's	Office	Legislative	Tracking
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Judy Hoanshelt, Grants Officer, Office of Budget and Performance Improvement

Department Director	Assistant City Manager		City Manager
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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

TO:

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY
OF MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE CITY

OF MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, FOR FUNDING IN THE APPROXIMATE AMOUNT OF \$70,962 FOR POLICE DEPARTMENT PRIORITIES; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE GRANT; AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY STEPS AND TO EXECUTE DOCUMENTS IN CONNECTION WITH THE AFORESTATED GRANT INCLUDING, WITHOUT LIMITATION, APPLICATIONS, GRANT AND FUNDING AGREEMENTS, AND

AUDITS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas.

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

The Department of Justice requires that prior to application submission the applicant agency must make information on the JAG grant available to the governing body. As such, the purpose of this agenda item is to make information regarding the Fiscal Year 2016 JAG application available to the public. In addition to this agenda item, information regarding this grant is on the City's website at: www.miamibeachfl.gov with an opportunity for public comment.

Supplanting is prohibited under JAG; applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. However, a unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

The Administration requests approval to submit a grant application to the US Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) for FY 2016 funding in the amount of \$70,962. The Police Department intends to use these funds for CCTV cameras. This grant does not require matching funds.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve and authorize the City Manager or his designee to submit a grant application to the US Department of Justice for the Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for funding in the amount of \$70,962 for criminal justice programs that meet the Department of Justice's criteria; approving and authorizing the appropriation of the above grant; and further authorizing the City Manager, or his designee, to take all necessary steps and to execute all necessary documents in connection with the aforestated grant, including, without limitation, applications, grant and funding agreements, and audits.

JLM/CR/JH T:\AGENDA\2016\June\Grants JAG Memo.doc

RESOLUTION	NO.		
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, FOR FUNDING IN THE APPROXIMATE AMOUNT OF \$70,962 POLICE DEPARTMENT FOR PRIORITIES: APPROVING AUTHORIZING THE APPROPRIATION OF THE ABOVE GRANT: AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE. TO TAKE ALL NECESSARY STEPS AND TO EXECUTE DOCUMENTS IN CONNECTION WITH THE AFORESTATED GRANT INCLUDING, WITHOUT LIMITATION, APPLICATIONS, GRANT AND FUNDING AGREEMENTS, AND AUDITS.

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas; and

WHEREAS, JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as: law enforcement programs; prosecution and court programs, including indigent defense; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; planning, evaluation, and technology improvement programs; crime victim and witness programs (other than compensation); and

WHEREAS, the Department of Justice requires that, prior to application submission, the applicant agency must make information on the JAG available to the governing body. As such, the purpose of this Resolution is to make information regarding the Fiscal Year 2016 JAG application available to the public. In addition to this Resolution, information regarding this grant is on the City's website at: www.miamibeachfl.gov with an opportunity for public comment; and

WHEREAS, supplanting is prohibited under JAG; applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. However, a unit of local government may use up to ten percent (10%) of the award, including interest, for costs associated with administering JAG funds; and

WHEREAS, the City Administration requests approval to submit a grant application to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) for FY 2016 funding in the amount of \$70,962; and

WHEREAS, if awarded the JAG, the City's Police Department intends to use the 2016 Justice Assistance Grant for Police Department priorities that meet the Department of Justice's criteria, such as the placement of additional closed-circuit television (CCTV) cameras;

WHEREAS, the JAG does not require matching funds and supports the key intended outcome to insist on Police Department accountability and skilled management/leadership.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby approve and authorize the City Manager, or his designee, to submit a grant application to the US Department of Justice for the Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for funding in the amount of \$70,962 for Police Department priorities that meet the Department of Justice's criteria; approve and authorize the appropriation of the above Grant; and further authorize the City Manager, or his designee, to take all necessary steps and to execute all necessary documents in connection with the aforestated Grant, including, without limitation, applications, grant and funding agreements, and audits.

PASSED and ADOPTED this day of	, 2016.
	Philip Levine, Mayor
ATTEST:	i imp Leville, Mayor
Rafael E. Granado, City Clerk	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
JLM/CR/JMH T:\AGENDA\2016\June\Grants Reso.docx	City Attorney Date

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R7F A Resolution Accepting The Recommendation Of The Finance And City Wide Projects Committee Recommending Approval Of A Term Sheet, Attached Hereto As Exhibit 1, For The Development Of A "Green Alley" At Española Way East/14th Place And Ocean Court; And Authorizing The Administration And City Attorney To Negotiate A Development Agreement Based Upon The Material Conditions Of The Term Sheet.

(Office of the City Attorney)

(Item to be Submitted in Supplemental)

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Ratifying A Three Year Labor Agreement Between The City and the International Association of Fire Fighters (IAFF), From October 1, 2015 Through September 30, 2018.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term; strengthen internal controls to achieve more accountability.

Item Summary/Recommendation:

After seven formal negotiation sessions, the parties reached a tentative three-year labor Agreement. Highlights include, but are not limited to: providing current employees with the option to extend the DROP period to a six-year or eight-year maximum; entry into the DROP will affect their retiree cost of living adjustments (COLAs), zero while in DROP years six, seven and eight; pension plan changes for future employees that increase the normal retirement age from 50 to 52 and no retiree COLA during the first four years in DROP. The estimated pension savings are based on the projections provided by the actuary. The actuary is currently finalizing the impact statement to be submitted along with the fire and police pension ordinance.

The parties also agreed to a modified Section 207 (k) of the Fair Labor Standards Act Regulations, wherein sick leave, excluding sick leave taken under the FMLA, does not count as hours worked for calculating overtime pay; a 1% COLA on April 1, 2016, a 3% COLĀ on July 1, 2017, a 3% COLA on July 1, 2018; a monthly cleaning allowance increase from \$50 to \$85 effective October 1, 2015; entry probationary period changed from 12 months to Field Training Officer (FTO) period plus 12 months thereafter; notice requirement for mandatory shift change extended from seven days to 15 calendar days; set a minimum passing score for the behavioral assessment component (BAC) of testing; seniority and education criteria redefined for the Fire Lieutenant and Fire Captain promotional testing; out of class pay and rescue out of class pay increase from \$2 to \$3 per hour effective October 1, 2016; non-pensionable hazardous duty payment increase from \$100 to \$125 biweekly effective October 1, 2017; number of holiday pay hours increased from six to 12; additional floating holiday provided to shift personnel effective upon ratification; continuation of the sick leave sell back program, adding a provision that employees with 20 or more years of service may sell back an additional 40 hours (non-shift personnel) or 60 hours (shift personnel) effective October 1, 2016; paramedic recertification pay of \$500 on an annual basis instead of biennially effective October 1, 2015; provide marine assignment pay and special operations pay equal to 5% of base pay effective October 1, 2016; minimum guarantee of four (4) hours of pay for members of the SWAT or Honor Guard team when training or deployed effective upon ratification; a non-pensionable \$50 supplement per pay period for completion and passing a fire combat challenge effective April 1, 2016; a non-pensionable second language supplement equal to 2.5% of base pay effective October 1, 2017; increase non-pensionable tuition assistance pursuant to resolution 2015-28891; extend paid bereavement leave from two to four days (non-shift) and from one to two shifts (shift employees); allow employees to take an additional consecutive week off using accrued leave effective upon ratification; increase the PEHP employee contribution from \$25 to \$50 biweekly at no cost to the City; increase the number of substances tested for from five to ten, providing for blood test if employee is unable to provide breath sample effective upon ratification; prohibiting employees from earning compensatory time, establish clause prohibiting compensation being paid more than once for the same hours, with some exceptions for court time; change the commencement of negotiations from 30 to 60 days prior to date of expiration of agreement. The estimated cost impacts described herein are as compared to the current labor agreement. Costs already built into the current labor agreement, such as annual step increases, are not included herein.

Advisory Board Recommendation:

Resolution 2013-28290 adopted by City Commission July 19, 2013.

Financial Information:

Source of		Amount	Account
Funds:	1	FY 2015/16 Estimated \$976,783	1% COLA effective April 1, combat challenge \$50, uniform cleaning allowance \$85, SWAT and Honor Guard minimum guarantee; FLSA Overtime savings, additional 6 hours of holiday pay, among other items
	2	FY 2016/17 Estimated \$1,336,228	3% salary COLA, Marine pay (5%), Special Operations pay (5%), Sick Leave Sellback increase for 20+ years, Rescue out of class/out of class pay increase to \$3, pension ARC impact
	3	FY 2017/18 Estimated \$2,748,696	3% salary COLA, Hazardous duty pay increase to \$125, Second language pay (2.5%), pension ARC impact
ОВРІ	Total	Estimated \$5,061,707	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager	
Sylvia Crespo-Tabak	Mark Taxis	Jimmy L. Morales	M
Shua bresportable			



AGENDA ITEM R7G-DATE 6-8-16



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Phillip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE-YEAR LABOR AGREEMENT BETWEEN THE MIAMI BEACH AND THE INTERNATIONAL ASSOCIATION FIREFIGHTERS/LOCAL 1510 (IAFF), FOR THE PERIOD FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018; AUTHORIZING THE MAYOR AND CITY CLERK TO **EXECUTE THE AGREEMENT**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City's workforce is divided into seven salary groups: (1) those covered by the American Federation of State, County and Municipal Employees, Local 1554 (AFSCME) bargaining unit; (2) those covered by the Communications Workers of America, Local 3178 (CWA) bargaining unit; (3) those covered by the Government Supervisors Association of Florida/OPEIU, Local 100 (GSA) bargaining unit; (4) those covered by the Fraternal Order of Police, William Nichols Lodge No. 8 (FOP) bargaining unit; (5) those covered by the International Association of Fire Fighters, Local 1510 (IAFF) bargaining unit; (6) Unclassified; and (7) "Others" (classified service employees not represented by a bargaining unit).

Provisions in the October 1, 2009 - September 30, 2012 contracts resulted in savings to the City of over \$15 million between Fiscal Year (FY) 2009/2010 and FY 2010/2011. Similar contributions from the unclassified and others salary groups increased the savings to \$20 million. Many of these concessions were changes to the Miami Beach Employees' Retirement Plan (MBERP) that resulted in reducing the City's pension contribution for both short and long-term.

The October 1, 2012 - September 30, 2015 collective bargaining agreement between the City and the IAFF yielded approximately \$3 million in savings to the City between FY 2012/13 and FY 2014/15. During that contract period, the fire and police unions agreed to significant pension reform, which yielded a reduction of \$145 million to the City's ARC over a 30-year period (2013 net present value). The savings attributed to the 2013 pension reform have aided in the short and long-term sustainability of the plan.

ANALYSIS

On September 30, 2015, the three-year collective bargaining agreement between the City of Miami Beach and the IAFF (covering the period of October 1, 2012 through September 30, 2015) expired. The City and IAFF began meeting in August 27, 2015 to negotiate a successor agreement. After seven formal negotiation sessions, on March 4, 2016, the City and IAFF reached a tentative three-year agreement covering the period of October 1, 2015 through September 30, 2018.

The IAFF leadership held a ratification vote on the proposed agreement on Wednesday, May 4, 2016. As per the attached email from the IAFF President, Adonis Garcia, the agreement was ratified by 97.4 percent of the members who voted. (Attachment 1)

City Commission Memorandum
June 8, 2016
IAFF 2015-2018 Collective Bargaining Agreement
Page 2 of 5

The following is a summary of the newly negotiated terms between the parties:

Management Rights

- 3.10, Probationary Period: Probation extended from 12 months to training period plus 12 months thereafter.
- <u>6.13, Promotional Examinations and Appointments</u>: Set minimum passing score for behavioral assessment component (BAC) of testing. Redefine seniority and education criteria for promotion to Fire Lieutenant and Fire Captain.
- <u>6.15, Injury Service Connected (ISC)</u>: Provides for use of employee leave when workers' compensation benefit is exhausted. Also, provides for cancellation of benefits for non-payment.
- <u>7.9, Overtime</u>: Adoption of a "7(k) plan" (Section 207(k), FLSA), wherein sick leave (non-FMLA) and leave without pay do not count as hours worked for overtime calculation purposes.
- 7.10, Call-In Guarantee: Call-in guarantee made subject to Section 7.9, Overtime.
- <u>7.37, Take-Home Vehicles (New Section)</u>: Employees assigned a take-home vehicle will be required to purchase auto insurance coverage in the amount of at least \$100,000 at their own expense, effective upon ratification.
- 11, Drug/Alcohol Testing: Substances (drugs) tested for increased from five to ten (11 if agreed to by FOP); also, providing for blood test if employee is unable to provide breath sample, effective upon ratification.
- 12, Compensatory Time (New Article): Employees shall no longer earn compensatory time, effective upon ratification.
- 13, No Pyramiding (New Article): Establishment of clause prohibiting compensation being paid more than once for the same hours, with some exceptions for court time.
- 14, Term of Agreement: Commencement of negotiations changed from 30 to 60 days prior to date of expiration of agreement.

Pension

7.24, Pension:

Pension changes new hires (after ratification):

- Increase normal retirement age from 50 to 52
- No retiree COLA during first four years in DROP; however, employees who separate before the end
 of the DROP period shall receive subsequent retiree COLAs

Pension changes for current employees:

DROP entry on or before 9/30/2015: six-year maximum DROP participation period

City Commission Memorandum June 8, 2016 IAFF 2015-2018 Collective Bargaining Agreement Page 3 of 5

- DROP entry on or after 10/1/2015: eight-year maximum DROP participation period
- No retiree COLA (soft zeros) while in DROP years six, seven and eight, effective upon ratification; however, employees who separate before the end of the DROP period shall receive subsequent retiree COLAs

Cost-Of-Living Adjustments (COLA)

7.1, Wage Increases:

- 1% 4/1/2016
- 3% 7/1/2017
- 3% 7/1/2018

Other Economic Items

- 6.7, Uniforms: Monthly cleaning allowance increased from \$50 to \$85, effective 10/1/2015.
- 7.8, Work Out of Classification: Out of class pay increased from \$2 to \$3 per hour, effective 10/1/2016.
- <u>7.11, Holidays</u>: Number of holiday pay hours increased from six to 12, effective 10/1/2015; one additional floating holiday provided to shift personnel, effective upon ratification.
- <u>7.15, Sick Leave Sell Back Program</u>: Continue sick leave sell back program, adding a provision that employees with 20 or more years of service may sell back an additional 40 hours (non-shift personnel) or 60 hours (shift personnel), effective 10/1/2016.
- 7.18, Paramedic Recertification Pay: City will pay paramedic recertification pay (\$500) on an annual basis instead of biennially, effective 10/1/2015.
- 7.23, Rescue Out of Class: Rescue out of class pay increased from \$2 to \$3 per hour, effective 10/1/2016.
- <u>7.30, Hazardous Duty Pay</u>: Increase hazardous duty pay from \$100 to \$125 biweekly, effective 10/1/2017; remains non-pensionable.
- 7.31, Marine Pay (New Section): Employees assigned to the marine station shall receive assignment pay equal to 5% of their base pay, effective 10/1/2016.
- <u>7.32, Special Operations Pay (New Section)</u>: Employees assigned to the special operations station shall receive assignment pay equal to 5% of their base pay, effective 10/1/2016.
- <u>7.33, SWAT (New Section)</u>: Establish minimum guarantee of (4) hours of pay for SWAT team members when training or deployed, effective upon ratification.
- 7.34, Honor Guard (New Section): Establish minimum guarantee of (4) hours of pay for Honor Guard team members when training or deployed, effective upon ratification.
- 7.35, Combat Challenge (New Section): Any employee who completes a fire combat challenge shall receive a supplement of \$50 per pay period, effective 4/1/2016; non-pensionable.

City Commission Memorandum June 8, 2016 IAFF 2015-2018 Collective Bargaining Agreement Page 4 of 5

- 7.36, Second Language Pay (New Section): Employees who are conversationally proficient in one of the predetermined second languages (Spanish, Creole, Portuguese, Hebrew French, Russian, German, Cantonese, Italian and American Sign Language) and pass a test, shall receive a second language supplement equal to 2.5% of their base pay, effective 10/1/2017; non-pensionable.
- 9.1, Educational Leave and Tuition Refund: Tuition reimbursement rates increased to the levels recently implemented for unclassified and "other" employees, effective upon ratification; non-pensionable.
- <u>9.2, Bereavement</u>: Paid bereavement leave extended from two to four days off (non-shift employees) and from one to two shifts off (shift employees). Employees also eligible for an additional consecutive week off using accrued leave. Effective upon ratification.

Miscellaneous Items

- <u>6.11, Change in Shifts</u>: Notice requirement for mandatory shift changes extended from seven days to 15 calendar days.
- 7.2, Suppression Division: Clean-up language removing reference to Firefighter II classification.
- 7.7, Driver Incentive Pay: Clean-up language removing reference to Firefighter I classification.
- 7.14, Sick and Vacation Leave Accrual and Payment: Clean-up language removing reference to employees hired prior to 1978.
- <u>7.17, Health Trust Contributions</u>: Frequency of payment to health trust changed to a reimbursement basis. Employee contribution to PEHP increased from \$25 to \$50 biweekly, but no City contribution or cost. Language clarifying CPI increases to retiree stipend take effect annually.
- 7.22, Pension Pick-Up: Section eliminated; no longer applicable.
- <u>7.24, Pension</u>: Clarification that employees may request DROP payment prior to entry into plan, but must be in plan at time of payment.
- 7.28, Compensation Plan: Clean-up language pertaining to addition of Step I to the Firefighter I pay range (2012-2015 CBA).

ESTIMATED FISCAL IMPACT

The terms and conditions of the proposed three-year labor agreement between the City and IAFF assumes an estimated impact of \$976,783 for FY 2015/16; \$1,336,228 for FY 2016/17; \$2,748,696 for FY 2017/18. The total estimated three-year impact is \$5,061,707. (Attachment 2)

The pension reform attained will yield present and future savings to the Fire and Police Pension Plan, thereby contributing to its short and long-term sustainability. The estimated pension savings built into the figures above are based on projections provided by the plan's actuary (Attachment 3). The actuary is currently finalizing the impact statement to be submitted as a supplemental item to this agenda. The estimated cost impacts described herein are as compared to the current labor agreement. Costs already built into the current labor agreement, such as annual step increases, are not included herein.

City Commission Memorandum June 8, 2016 IAFF 2015-2018 Collective Bargaining Agreement Page 5 of 5

CONCLUSION

The Administration finds the provisions of this contract fair to the employees and fiscally responsible for the City. Therefore, adoption of this resolution is recommended. Exhibit A to the resolution is a copy of the proposed labor agreement.

The City's outside labor counsel has reviewed and approved the contract language. (Attachment 4)

Attachments

JLM/MT/SC-T

F:\HUMA\Labo\Contracts\City Commission\City Commission Agenda Items\IAFF 2015-2018 Labor Agreement Memo.doc

Del Risco, Jose

From:

Adonis Garcia < garciaadonis@aol.com>

Sent:

Wednesday, May 04, 2016 5:40 PM

To:

Crespo-Tabak, Sylvia

Cc:

Morales, Jimmy; Taxis, Mark; Del Risco, Jose; Fernandez, Virgilio

Subject:

I.A.F.F. Local 1510 Contract Ratification

Great News!

Begin forwarded message:

From: Michelle Viera < <u>mviera821@yahoo.com</u>>

Date: May 4, 2016 at 5:11:38 PM EDT To: Adonis < garciaadonis@aol.com > Subject: Fwd: Local 1510 contract

Adonis. Please forward.

Sylvia,

I am pleased to announce that Miami Beach Firefighters Local 1510 have ratified their 2015-2018 contract by 97.4%

Vote count:

114 Yes

3 no

Thank you,

Michelle Viera

Local 1510

Secretary

PROJECTED FISCAL IMPACT OF THE TENTATIVE 2015-2018 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND IAFF

			FY 2015/16	.	FY 2016/17		FY 2017/18	
	1% COLA (04/1/16)	\$	100,000	\$	200,000	\$	200,000	
	3% COLA (7/1/17)	\$	-	\$	155,000	\$	620,000	
	3% COLA (7/1/18)	\$	-	\$	-	\$	162,500	
	Hazardous duty pay (10/1/17 \$125)	\$	-	\$	-	\$	123,500	
	Physical fitness assessment (4/1/16)	\$	111,150	\$	222,300	\$	222,300	
	Second language proficiency (10/1/17)	\$	-	\$	-	\$	268,000	-
	Marine pay (10/1/16)	\$	-	\$	92,000	\$	95,471	
	Special operations pay (10/1/16)	\$	-	\$	143,000	\$	148,395	
	Sick leave sellback increase for 20+ years (10/1/16)	\$	-	\$	65,000	\$	67,452	
100	Rescue out of class/out of class pay (10/1/16)	\$	-	\$	84,000	\$	84,000	
	Uniform cleaning allowance (10/1/15 \$85)	\$	79,800	\$	79,800	\$	79,800	
	SWAT training overtime guarantee (6/1/16)	\$	4,000	\$	12,000	\$	12,000	
1.00	Honor guard training overtime guarantee (6/1/16)	\$	3,667	\$	11,000		12,000	
	FLSA overtime savings (6/1/16)	\$	(3,000)	\$	(9,000)		(10,000)	
	Additional 6 hours of holiday pay (10/1/15)	\$	417,000	\$	420,128	-	423,278	
IAFF	Additional floater for shift personnel (6/1/16)	\$	153,000		153,000	-	158,000	
	Additional shift for bereavement leave (6/1/16)	\$	12,500	\$	30,000		32,000	
	Increase educational leave and tuition refund (4/1/16)	\$	3,667	\$	11,000	s	11,000	
	Paramedic Recertification Pay	\$	95,000		-,	Ś	95,000	
	Pension ARC savings	\$	-	\$	(360,000)	Ś	(360,000)	
	Impact of COLA increases on ARC	\$	_	Ś	27,000		27,000	
	DROP extension salary impact (pending review)	\$	-	\$		\$	277,000	
		\$	976,783	\$	1,336,228	_	2,748,696 \$	5,061,707
	Impact of mortality rate changes on ARC					Ś	1,080,000	
	FY 2015/16 Merit Step Increase	s	332,000	\$	525,000	Ś	525,000	
	FY 2016/17 Merit Step Increase	•	,	Ś	197,000	\$	334,000	
	FY 2017/18 Merit Step Increase			~	257,000	Ś	155,000	
		Ś	332,000	Ś	722,000	Š	2,094,000 \$	3,148,000
		<u>*</u>	1,308,783		2,058,228		4,842,696 \$	
		•	_,500,705	7	2,030,228	7	→,04 ∠ ,030 \$	8,209,707

One East Broward Blvd. Suite 505 Ft. Lauderdale, FL 33301-1804 954.527.1616 phone 954.525.0083 fax www.gabrielroeder.com

December 14, 2015

Mr. Jose del Risco Assistant Director Department of Human Services City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

Re: Actuarial Study - Extend Maximum DROP Participation

Dear Jose:

As requested, we are pleased to enclose six copies of our Actuarial Study as of October 1, 2014 illustrating the financial impact of potential future changes in the maximum allowable years to participate in the DROP under the City Pension Fund for Firefighters and Police Officers in the City of Miami Beach.

<u>Purpose</u> – We understand the City is interested in the financial impact of increasing the maximum DROP period from five (5) years to eight (8) years (six (6) years if DROP end date is prior to October 1, 2018). Any participant remaining in the DROP for more than five (5) years will not receive an annual Cost of Living Adjustment (COLA) for the additional DROP participation year(s) - annual COLA will be paid following exit of the DROP program.

Background - Current maximum allowable years of DROP participation is five (5) years.

<u>Modeled Changes</u> - Extension of maximum allowable DROP participation.

Baseline - Current Fund

- Maximum DROP participation is five (5) years
- Retiree receives an annual COLA for all years while in DROP

Proposed – Extension of maximum DROP participation

- Extension of maximum DROP participation to eight (8) years for members whose DROP end date is on or after October 1, 2018
- Extension of maximum DROP participation to six (6) years for members whose DROP end date is on or before September 30, 2018
- Retiree will not receive annual COLA during years six (6), seven (7), and eight (8) while in DROP

Mr. Jose del Rico December 14, 2015 Page Two

<u>Results</u> – The attached Exhibit sets out key financial results of our Actuarial Study. The following sets out the decrease in minimum annual required first year City contribution. The figures in parentheses is the decrease in minimum annual required first year City contribution expressed as a percentage of projected covered annual pensionable payroll without and with DROP payroll, respectively (\$50,491,405 / \$60,464,591).

	Decrease in Required First Year City Contribution
Extend maximum allowable DROP participation - no COLA while in DROP for years beyond five	\$1,013,909 (2.0% / 1.7%)

<u>Actuarial Assumptions and Methods, Fund Provisions, Financial Data and Member Census</u> <u>Data</u>

The actuarial assumptions and methods, member census and financial data and Fund provisions, unless specified otherwise, for purposes of our Study are the same actuarial assumptions and methods, member census and financial data and Fund provisions outlined in the October 1, 2014 Actuarial Valuation Report.

80% of future retirees are assumed to participate in the DROP. DROP members are assumed to exit the DROP as shown in the following table:

	DROP end date is on or after October 1, 2018	DROP end date is on or before September 30, 2018
Leave DROP prior to 5 years	0%	0%
Leave DROP after 5 years	5%	5%
Leave DROP after 6 years	5%	100%
Leave DROP after years	10%	N/A
Leave DROP after 8 years	100%	N/A

This Actuarial Study applies the same retirement rate assumption as the October 1, 2014 Actuarial Valuation Report. However the extension of the DROP may alter the retirement experience of the plan causing a change in the retirement rates assumption in the future.

DROP assumptions will need to be monitored in light of future DROP experience.

This Actuarial Study describes the financial effect of the proposed changes on the Fund, from a neutral perspective. It is not intended as a recommendation in favor of nor in opposition to the change.

Mr. Jose del Rico December 14, 2015 Page Three

This Actuarial Study only provides the first year financial effect of the proposed changes to the Fund. In order to have a more complete understanding of the potential cost or savings of these changes, we recommend a projection study over a longer period (ex. thirty years) be performed.

Consideration may also be given to performing the Study under alternate future DROP participation assumptions in order to understand the implications of experience differing from the assumption.

The Unfunded Actuarial Accrued Liability shown may not be appropriate for assessing the sufficiency of Fund assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions.

These calculations are based upon assumptions regarding future events. However, the Fund's long term costs will be determined by actual future events, which may differ materially from the assumptions made. These calculations are also based upon present and proposed Fund provisions that are outlined or referenced in this Actuarial Study. If you have reason to believe the assumptions used are unreasonable, the Fund provisions are incorrectly described or referenced, important Fund provisions relevant to this proposed Actuarial Study are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Study.

If you have reason to believe that the information provided in this Actuarial Study is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this Actuarial Projection Study due to such factors as the following: Fund's experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements and changes in Fund provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This Actuarial Study should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this Projection Study in a manner other than the intended purpose may produce significantly different results.

This report may be provided to parties other than the City only in its entirety and only with the permission of an approved representative of the City.

Mr. Jose del Rico December 14, 2015 Page Four

The signing actuaries are independent of the Fund Sponsor and are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,

Lawrence F. Wilson, A.S.A. Senior Consultant and Actuary

Kelly L. Adams, A.S.A. Consultant and Actuary

Kelly 2. Alans

Enclosure

cc: Ms. Donna Brito

City Pension Fund for Firefighters and Police Officers in the City of Miami Beach

Cost Data Comparison Exhibit - Actuarial Study as of October 1, 2014

	i	Actuarial Valuation	aluation		Extended DROP Provision	Provision
		Cost	% of Annual		Cost	% of Annual
		Data	Compensation		Data	Compensation
A. Participants						
1. Active Employees		487	N/A		487	A/Z
2. Terminated Vested		16	N/A		16	A/N
3. Receiving Benefits (including DROPs)		707	N/A		707	E/Z
4. Projected Annual Pensionable Payroll	∽	50,491,405	100.0%	69	50,491,405	100.0%
5. Projected Annual Pensionable Payroll (including DROPs)	≶	60,464,591	119.8%	\$	60,464,591	119.8%
B. Present Value of Future Benefits	\$	1,165,796,444	2308.9%	≶	1,152,980,665	2283.5%
C. Total Normal Costs	∽	17,003,690	33.7%	∽	16,607,419	32.9%
D. Actuarial Accrued Liability (EAN)	∽	1,009,620,762	1999.6%	↔	1,000,521,124	1981.6%
E. Smoothed Actuarial Value of Assets	↔	721,567,277	1429.1%	€	721,567,277	1429.1%
F. Unfunded Actuarial Accrued Liability (EAN)	∽	288,053,485	570.5%	∨	278,953,847	552.5%
G. City Minimum Funding Payment (% of Projected Annual Payroll including DROP)	∽	34,850,092	69.0% 57.6%	∻	33,836,183	67.0%
J. (Decrease) in Minimum City Funding Requirement (% of Projected Annual Payroll including DROP)		N/A N/A	N/A N/A	∨	(1,013,909)	(2.0%)

Prepared: December 14, 2015

Gabriel Roeder Smith & Company

One East Broward Blvd. 954.527.1616 phone 954.525.0083 fax Ft. Lauderdale, FL 33301-1804 www.gabrielroeder.com

January 7, 2016

Mr. Jose del Risco **Assistant Director** Department of Human Services City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

Re: Actuarial Study - Proposed COLA Component of Salary Increase

Dear Jose:

As requested, we are pleased to enclose six (6) copies of our Actuarial Study as of October 1. 2014 illustrating the financial impact of potential future changes in the Cost of Living Adjustment (COLA) component of assumed salary increases under the City Pension Fund for Firefighters and Police Officers in the City of Miami Beach.

Suite 505

<u>Purpose</u> – We understand the City is interested in the financial impact of proposed future COLA adjustments to salary.

Background - Current COLA component assumed adjustments to future salary are 3% effective October 1, 2015 and 2.18% effective each October 1 thereafter.

Assumption Changes - COLA component adjustments to future salary:

Baseline – Current assumptions

- 3% effective October 1, 2015
- 2.18% effective each October 1 thereafter

Proposed – assumptions

- 2% effective April 1, 2016
- 3% effective October 1, 2016
- 3% effective October 1, 2017
- 2.18% effective each October 1 thereafter

Results - The attached Exhibit sets out key financial results of our Actuarial Study. The following sets out the increase in minimum annual required first year City contribution. The figures in parentheses is the increase in minimum annual required first year City contribution Mr. Jose del Rico January 7, 2016 Page Two

expressed as a percentage of projected covered annual pensionable payroll without and with DROP payroll, respectively (\$50,491,405 / \$60,464,591).

	Increase in Required First Year City Contribution
Proposed COLA component of future salary increases	\$74,655 (0.1% / 0.1%)

<u>Actuarial Assumptions and Methods, Fund Provisions, Financial Data and Member Census</u> <u>Data</u>

The actuarial assumptions and methods, member census and financial data and Fund provisions, unless specified otherwise, for purposes of our Study are the same actuarial assumptions and methods, member census and financial data and Fund provisions outlined in the October 1, 2014 Actuarial Valuation Report as modified above.

This Actuarial Study describes the financial effect of the proposed changes on the Fund, from a neutral perspective. It is not intended as a recommendation in favor of nor in opposition to the change.

This Actuarial Study provides the first year financial effect of the proposed changes to the Fund. A more complete understanding of the potential cost of these changes may be determined under a projection actuarial study over a longer period (ex. thirty years).

The Unfunded Actuarial Accrued Liability shown may not be appropriate for assessing the sufficiency of Fund assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions.

These calculations are based upon assumptions regarding future events. However, the Fund's long term costs will be determined by actual future events, which may differ materially from the assumptions made. These calculations are also based upon present and proposed Fund provisions that are outlined or referenced in this Actuarial Study. If you have reason to believe the assumptions used are unreasonable, the Fund provisions are incorrectly described or referenced, important Fund provisions relevant to this proposed Actuarial Study are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Study.

If you have reason to believe that the information provided in this Actuarial Study is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Mr. Jose del Rico January 7, 2016 Page Three

Future actuarial measurements may differ significantly from the current measurements presented in this Actuarial Projection Study due to such factors as the following: Fund's experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements and changes in Fund provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This Actuarial Study should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this Projection Study in a manner other than the intended purpose may produce significantly different results.

This report may be provided to parties other than the City only in its entirety and only with the permission of an approved representative of the City.

The signing actuaries are independent of the Fund Sponsor and are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,

L. J. Wilson Lawrence F. Wilson, A.S.A.

Senior Consultant and Actuary

Kelly L. Adams, A.S.A. Consultant and Actuary

Kelly 2. Alans

Enclosure

cc: Ms. Donna Brito

City Pension Fund for Firefighters and Police Officers in the City of Miami Beach

Cost Data Comparison Exhibit - Actuarial Study as of October 1, 2014

				<u>`</u>	Updated COLA for Salary Increase	Salary Increase
		Actuarial Valuation	aluation		Assumption	ion
		Cost	% of Annual		Cost	% of Annual
		Data	Compensation		Data	Compensation
A. Participants				! 		
1. Active Employees		487	N/A		487	N/A
2. Terminated Vested		16	N/A		16	N/A
3. Receiving Benefits (including DROPs)		707	N/A		707	N/A
4. Projected Annual Pensionable Payroll	∽	50,491,405	100.0%	∽	50,491,405	100.0%
(including DROPs)	∽	60,464,591	119.8%	∽	60,464,591	119.8%
B. Present Value of Future Benefits	↔	1,165,796,444	2308.9%	∽	1,167,229,374	2311.7%
C. Total Normal Costs	€	17,003,690	33.7%	∽	17,043,885	33.8%
D. Actuarial Accrued Liability (EAN)	↔	1,009,620,762	%9'6661	⊗	1,010,122,258	2000.6%
E. Smoothed Actuarial Value of Assets	∽	721,567,277	1429.1%	\$	721,567,277	1429.1%
F. Unfunded Actuarial Accrued Liability (EAN)	↔	288,053,485	570.5%	∽	288,554,981	571.5%
G. City Minimum Funding Payment (% of Projected Annual Payroll including DROP)	∽	34,850,092	69.0% 57.6%	⇔	34,924,747	69.2%
J. Increase in City Minimum Funding Payment (% of Projected Annual Payroll including DROP)		N/A N/A	N/A N/A	∽	74,655	0.1%

Gabriel Roeder Smith & Company Prepared: January 7, 2016



Attorneys at Law
One Biscayne Tower

2 South Biscayne Boulevard Suite 1480 Miami, FL 33131 Tel 305.374.7349 Fax 305.374.0895 www.bmolaw.com

May 31, 2016

Mr. Jimmy L. Morales City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

Re: City of Miami Beach and IAFF

Collective Bargaining Agreement October 1, 2015 – September 30, 2018

Dear Mr. Morales:

As requested, I have reviewed the tentative collective bargaining agreement between the City of Miami Beach and IAFF for the period October 1, 2015 – September 30, 2018. Based on this review, this is to notify you that I approve the agreement as to form and legality.

Very Truly Yours,

BRYANT MILLER OLIVE P.A.

James C. Crosland

RESOL	UTION I	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE-YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1510 (IAFF), FOR THE PERIOD FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the City is hereby submitting to the Mayor and City Commission the attached tentative labor agreement recently negotiated between the City and the International Association of Firefighters, Local 1510 (IAFF), for the employees covered by said agreement, for the period covering October 1, 2015 through September 30, 2018; and

WHEREAS, the previous labor agreement was for a three year period from October 1, 2012 through September 30, 2015; and

WHEREAS, Exhibit A to the resolution is a copy of the contract language changes in substantial form that reflects the entirety of the agreement between the parties, including the pension, economic issues and non-economic issues tentatively agreed to between the City and the IAFF; and

WHEREAS, any changes to the substantial form would be non-material in nature as determined by the City Attorney and the IAFF or else would require re-ratification by the City Commission and IAFF; and

WHEREAS, the IAFF bargaining unit employees held a ratification vote on May 4, 2016, whereby the proposed 2015-2018 collective bargaining agreement was approved by 97.4% of bargaining unit members who voted; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby approving and authorizing the Administration to amend the three (3) year labor Agreement with the IAFF, Local 1510, bargaining unit for the time period covering October 1, 2015 through September 30, 2018, Exhibit A hereto.

P	ASSED AND ADOPTED thi	s day of	, 2016.
ATTEST:			
		Philip Levine, Mayor	
Rafael E. Granade	o, City Clerk	,	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

F:\HUMA\Labo\Contracts\City Commission\City Commission Agenda Items\IAFF 2015-2018 Labor Agreement Resolution.doc

AGREEMENT

BETWEEN

CITY OF MIAMI BEACH, FLORIDA

and the

FIRE FIGHTERS OF MIAMI BEACH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1510

AFL-CIO-CLC

Period Covered

October 1, 2012 2015 through September 30, 2015 2018

TABLE OF CONTENT

		PAGE
AGREEMENT		6
ARTICLE 1	RECOGNITION	7
ARTICLE 2	DEDUCTION OF UNION DUES	
Section 2.1	Check-off	8
Section 2.2	Indemnification	8
ARTICLE 3	GRIEVANCE PROCEDURE	
Section 3.1	Definition of Grievance and Time Limit for Filing	9
Section 3.2	Definition of Weekday	9
Section 3.3	Grievance Procedure	9
Section 3.4	Election of Remedies	10
Section 3.5	Binding Arbitration	10
Section 3.6	Authority of Arbitrator	11
Section 3.7	Expenses	11
Section 3.8	Processing Grievances	11
Section 3.9	Suspensions. Reductions in Pay or Class of Removal	12
Section 3.10	Probationary Period	12
Section 3.11	Union Grievance Committee	12
Section 3.12	Waiver of Time Limitations	12
ARTICLE 4	NO STRIKE AND NO LOCKOUT	
Section 4.1	No Strike	13
Section 4.2	No Lockout	13
ARTICLE 5	MANAGEMENT RIGHTS	14
ARTICLE 6	GENERAL PROVISIONS	
Section 6.1	No Discrimination	15
Section 6.2	Union Activity	15
Section 6.3	Seniority List	15
Section 6.4	Relief at Fire	15
Section 6.5	Exchange of Time	15

TABLE OF CONTENT	<u> continued</u>	PAGE
Section 6.6	Protection of City Property and Equipment	15
Section 6.7	Uniforms	16
Section 6.8	Meetings Between Parties	16
Section 6.9	Time Bank	16
Section 6.10	Line of Duty Injuries	17
Section 6.11	Change in Shifts	17
Section 6.12	Fire and Rescue Off Duty Services	17
Section 6.13	Promotional Examinations and Appointments	18
Section 6.14	Light Duty Assignments	24
Section 6.15	Injury Service Connected	24
Section 6.16	Jury Duty	25
Section 6.17	Reduction in Work Force	25
Section 6.18	Infectious Disease Presumption	26
Section 6.19	Seniority Bid System	26
Section 6.20	Minimum Staffing	26
ARTICLE 7	WAGES AND FRINGE BENEFITS	
Section 7.1	Wage Increases	27
Section 7.2	Suppression Division	27
Section 7.3	Assignment Pay	27
Section 7.4	Paramedic and EMT Pay	27
Section 7.5	Certification Pay	28
Section 7.6	Paramedic Training	28
Section 7.7	Driver Incentive Pay	29
Section 7.8	Work Out of Classification	30
Section 7.9	Overtime	30
Section 7.10	Call In Guarantee	30
Section 7.11	Holidays	31
Section 7.12	Vacation Benefit	32

	TABLE OF CONTENT -	- continued	PAGE
	Section 7.13	Negotiation Pay	32
	Section 7.14	Sick and Vacation Leave Accrual and Maximum Payment Upon Termination	32
	Section 7.15	Sick Leave Sell Back Program	33
	Section 7.16	Hours of Work	33
	Section 7.17	Health Trust Contributions	34
	Section 7.18	Paramedic Recertification Pay	40
	Section 7.19	Court Time	40
	Section 7.20	On Call	40
	Section 7.21	Shift Training Coordinator	40
	Section 7.22	Pension Pick-up	41
	Section 7. 23 22	Rescue Out of Class (ROC)	41
	Section 7. 24 23	Pension	41
	Section 7.24	"Me Too" with the FOP	
	Section 7.25	Buy Back of Probationary Time	49
	Section 7.26	Voting Time	49
	Section 7.27	Commission on Fire Accreditation International Pay Supplement	49
	Section 7.28	Compensation Plan	49
	Section 7.29	Shift Fire Investigator	50
	Section 7.30	Hazardous Duty Pay	50
	Section 7.31	Marine Pay	
	Section 7.32	Special Operations Pay	
	Section 7.33	SWAT	
	Section 7.34	Honor Guard	
	Section 7.35	Combat Challenge	
	Section 7.36	Second Language Pay	
	Section 7.37	Take-Home Vehicles	
	ARTICLE 8	JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITEE	

Section 8.1	Committee Make-up and Responsibilities	51
Section 8.2	Personal Equipment	51
Section 8.3	Ladder Training Testing	52
Section 8.4	Air Quality Evaluations	52
Section 8_5	SCBA Repair	52
ARTICLE 9	LEAVE OF ABSENCE	
Section 9.1	Educational Leave and Tuition Refund	53
Section 9.2	Bereavement	53
TABLE OF CONTENT	- continued	PAGE
ARTICLE 10	TRANSFER OF SERVICES	
Section 10.1	Notice	54
Section 10.2	Discussions	54
ARTICLE 11	DRUG/ALCOHOL TESTING	
Section 11.1	Selection	55
Section 11.2	Screening	56
Section 11.3	Expedited Arbitration	57
Section 11.4	Rehabilitation	59
ARTICLE 12	SAVINGS COMPENSATORY TIME	60
ARTICLE 13	WAIVER AND ENTIRE AGREEMENT NO PYRAMIDING	61
ARTICLE 14	TERM OF AGREEMENTSAVINGS	62
ARTICLE 15	WAIVER AND ENTIRE AGREEMENT	
ARTICLE 16	TERM OF AGREEMENT	
EXECUTION		63
ELECTION OF REMED	Y FORM	64
HEARING EXAMINER F	RULES	65

AGREEMENT

THIS AGREEMENT, made and entered into this <u>19th</u> day of <u>July</u>, <u>2013-2016</u> by and between the City of MIAMI BEACH, FLORIDA (herein called the "City"), and the FIRE FIGHTERS OF MIAMI BEACH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1510, AFL-CIO-CLC (herein called the "Union").

SCOPE

It is the intention of this Agreement to provide for salaries, fringe benefits, and other terms and conditions of employment. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the City and to provide for an orderly, prompt and just manner in handling grievances.

Within the context of this Agreement, the use of masculine-gender terms shall be considered gender-neutral and are freely interchangeable with the corresponding female-gender terms.

ARTICLE I

Recognition

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations over wages, hours, and other terms and conditions of employment for the following classifications in the Fire Department:

Firefighter,-1

Firefighter II,

Fire Lieutenant,

Fire Captain, and

all probationary employees serving in these classifications.

All other employees in other present classifications, including Fire Chief, Assistant Chief, Division Chief, Battalion Chief and any other classifications established by the City, are excluded.

DEDUCTION OF UNION DUES

- **2.1. Checkoff.** Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Union in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Union dues of such employees from their pay and remit such deductions to the Union Treasurer, together with a list of the employees for whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Union. The Union will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The Union will notify the City in writing thirty (30) days prior to any change in its dues structure. In January of each year of this Agreement, the Union will remit to the City \$400.00 as an administrative fee for the collection of dues by the City.
- **2.2.** Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

GRIEVANCE PROCEDURE

- 3.1. Definition of Grievance and Time Limit for Filing. A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.4 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within fifteen (15) weekdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within fifteen (15) weekdays after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.
- 3.2. Definition of Weekday. The term "weekday", as used herein shall be defined as any day, Monday through Friday, excluding holidays, recognized by the City.
- 3.3. Grievance Procedure. Grievance shall be processed as follows:
- Any employee who believes he/she has a grievance shall present it in writing, on the Grievance Form provided by the City, to his/her Division Chief, or other person designated for that purpose, who shall give his/her answer within six (6) weekdays after such presentation. The employee will also provide the Union with a copy of said grievance. If the City form is not available through the Division Chief's office, the time limit for filing shall be waived until such time as the form is provided to the grieving party.
- Step 2: If the grievance is not settled in Step 1 and the Union Grievance Committee desires to appeal, it shall be referred in writing by the Union to the Fire Chief within six (6) weekdays after the City's answer in Step 1. The Election of Remedy Form shall be completed and signed by the IAFF and/or the grievant, and attached to the Step 2 grievance. The Fire Chief, or his/her representative,

shall discuss the grievance within six (6) weekdays with the Union Grievance Committee at the time designated by the City. If no settlement is reached, the Fire Chief, or his /her representative, shall give the City's written answer to the Union Grievance Committee within six (6) weekdays following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Union Grievance Committee desires to appeal, it shall appeal in writing to the City Manager or his/her designee for Labor Relations within six (6) weekdays after the City's answer in Step 2. A meeting between the City Manager, or his/her designee for Labor Relations, and the Union Grievance Committee shall be held within fifteen (15) weekdays. The City Manager, or his/her designee for Labor Relations, shall give the City's written answer to the Union Grievance Committee within ten (10) weekdays following the meeting.

Any untimely filing of a grievance at any step will be considered withdrawn. Upon mutual agreement of the parties, grievances may be consolidated or grouped, and may also be commenced at Step 3 of the procedure.

Section 3.4. Election of Remedies. Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) as set forth in Article 3.9 to a Hearing Examiner, who shall be selected by utilizing the procedure outlined in Section 3.5 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed by the bargaining agent via the Personnel Board procedures.

The decision of the Hearing Examiner shall be final and binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

3.5. Binding Arbitration. If the grievance involves a difference of opinion with respect to the interpretation or application of the express terms of this Agreement and said grievance has not been settled in accordance with the foregoing procedure, the Union Grievance Committee may

refer the grievance to binding arbitration within six (6) weekdays after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within six (6) weekdays after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said six (6) weekday period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; and the other party shall then strike two names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within six (6) weekdays by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives.

- 3.6. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend such limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this section, the decision of the arbitrator shall be final and binding.
- 3.7. Expenses. All costs of arbitration, including the arbitrator's fees and expenses, shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Either party desiring a copy of the transcript shall bear the cost of same.
- 3.8. Processing Grievance. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Fire Department. Any time spent by the Grievance Committee of the Union in discussions or processing grievances at Step 1, 2 or 3 during their working hours, shall not result in loss of earnings or benefits.

- 3.9. Suspensions, Reductions in Pay or Class, or Removal. Any dispute concerning an employee who has completed his/her probationary period, and who is suspended, reduced in pay, or classification, or removed, shall be processed through the Hearing Examiner procedure governing such appeals, or under this contractual grievance procedure upon the election of the employee within ten (10) days of the event giving rise to the dispute. An election of one procedure shall foreclose any resort to the other procedure. If the employee elects to utilize this contractual grievance procedure, it shall commence at Step 3.
- 3.10. Probationary Period. Nothing herein shall in any way affect the discretion presently accorded the Fire Chief with respect to employees in their probationary period following hire, or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Fire Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein. Newly hired employees shall be in probationary status for the duration of their department sponsored training period, in addition to twelve (12) months thereafter. New employees in probationary status have no right to utilize the grievance procedure for any matter concerning dismissal, suspension or other discipline during such period.
- 3.11. Union Grievance Committee. The Union shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Fire Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on his committee, and of any changes in the members of the committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Fire Chief; however, such permission shall not unreasonably be withheld.
- <u>3.12. Waiver of Time Limitations.</u> The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances.

NO STRIKE AND NO LOCKOUT

- 4.1. No Strike. The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion, provided that an employee may grieve and have arbitrated the question of whether or not he engaged in the prohibited conduct.
- **4.2. No Lockout.** The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

MANAGEMENT RIGHTS

It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City and the Fire Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Fire Department; to determine or change the methods, means, organization, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule or reschedule the working hours, to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons, subject to the Personnel Rules of the City; to make, change, and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

GENERAL PROVISIONS

- **6.1. No Discrimination.** In accordance with applicable federal, state, and local law, the City and the Union agree not to discriminate against any employee on the basis of any protected classification.
- 6.2. Union Activity. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership. It is understood that the Union specifically retains any rights it has arising out of Chapter 447, Florida Statutes, with regard to its representational activities.
- **6.3. Seniority List.** The City shall, on March 1st of each year, prepare a seniority list by time in rank or grade of all employees covered by this Agreement and immediately thereafter post such list in each fire station. Such seniority list shall stand as posted unless an objection is reported to the Fire Chief within forty (40) calendar days after posting.
- **6.4. Relief at Fire.** In the event of a fire or fires, or other emergencies requiring employees to work longer than their regular tour of duty, the officer in charge shall attempt to relieve these employees by the oncoming tour as soon as feasible.
- **6.5. Exchange of Time.** The Fire Chief, or designee may grant a request of any two (2) employees to exchange shifts if the City will not incur any overtime costs as a result thereof.
- 6.6. Protection of City Property and Equipment. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for,

kept clean, and returned to its place of storage. The City agrees to provide designated areas for the storage of bunker gear.

<u>6.7. Uniforms.</u> The City agrees to provide the following uniforms annually as its expense for the employees covered by this Agreement:

For Combat Division: one (1) dress uniform; three (3) sets of work uniforms; one (1) pair footwear (dress shoes, or boots; employee's choice); two (2) jumpsuits; one (1) work belt; four (4) t-shirts.

For Rescue Division: one dress uniform; three (3) jumpsuits; two (2) sets of work uniforms; one (1) pair of footwear (dress shoes, boots; employee's choice); one (1) work belt; four (4) t-shirts.

For both Divisions: every three (3) years the City shall provide jacket.

The City shall supply one (1) radio holster per radio and shall replace on an as needed basis.

All employees working on day shift shall receive a combination of uniforms as selected by the employee not to exceed the value provide to that of a Rescue Division employee.

All uniformed employees covered by this agreement shall receive \$5085.00 per month for uniform cleaning and maintenance.

- <u>6.8. Meetings between Parties.</u> At the reasonable request of either party, the Union President, or his/her representative, and the City Manager, or his/her designee for Labor Relations, shall meet at a mutually agreed to time and place to discuss matters of mutual concern.
- **6.9. Union Time Bank.** The IAFF and its designees or other members of the Executive board as determined by the President, shall have the right to conduct union business (under the conditions described in this Section), through the use of a time bank. For each fiscal year, the union time bank shall be 500–750 hours with the Union President detached. If the Union

President elects not to be full time detached then the Union time bank will be 2,9963,246 hours total, covering the contract period October 1, through September 30.

The Union President shall be assigned to the Support Services Division (1240). Once in any twelve (12) month period, the Union President may elect a day or shift assignment, while detached or not detached. On an annual basis, at the time of bid, he or she shall make an election to either: (1) be detached full time; or (2) not to be detached and may bid an assignment according to seniority. The Union President shall not be counted against minimum staffing for staffing purposes. In addition, for promotional purposes the Union President shall not be counted against the Table of Organization. Unused Union time bank hours, not more than a maximum of 500-750 hours, shall be rolled over from one contract year to the next. Effective October 1, 2013, the maximum amount of unused Union time bank hours that may be rolled over from one contract year to the next shall be increased from 500 to 750 hours. Use of the time bank shall be limited to the IAFF Executive Board (any exceptions to this may be granted by the Fire Chief or his/her designee provided that the request shall not be unreasonably denied). No more than two (2) employees per shift may be granted union time bank leave at any one time. The President of the IAFF shall provide a minimum of twenty-four (24) hours' notice to the Fire Chief for any leave to be granted. Time for attendance at negotiations for a successor agreement is addressed in Article 7.40-13 of this Agreement. In addition, administrative time which has been provided in the past (as determined by the Fire Chief), to the President, other members of the Executive Board or other IAFF members, shall to provided for attendance at two (2) mutually agreed upon conferences each year of this agreement and such events shall not be included in the union leave time bank. All other union convention time other than these two conferences shall be part of the union time bank.

- 6.10. Line of Duty Injuries. The City agrees that the program for payment of medical and hospitalization expenses incurred as a result of injuries in the line of duty, which is currently in effect as set forth in Section 6.15 of this agreement shall be continued.
- <u>6.11. Change in Shifts.</u> The City agrees to give employees covered by this Agreement notice prior to any <u>mandatory</u> change in shifts, such notice to be at least <u>seven fifteen (715) calendar</u> days prior to the change unless circumstances do not permit.
- 6.12. Fire and Rescue Off Duty Services. It is recognized that members of the bargaining unit are offered the opportunity from time to time to perform services utilizing their expertise

and training for the benefit of private persons or entities, or public organizations or entities other than the City of Miami Beach. In such cases, the rate for the performance of these off-duty jobs shall be at a uniform hourly rate established by the Fire Chief in consultation with the President of the Union. The parties recognize and agree that the performance of these off-duty jobs or details do not constitute employment by the City of Miami Beach and that payment for these services will be made by and is the responsibility of, the other employer. Performance of this work shall be on a voluntary basis and there shall be lists of persons who wish to volunteer established on a basis which is mutually agreeable to the Chief and the President of the Union.

Pay for off-duty services is pensionable subject to the cap provisions set forth in Section 7.2423. Off-duty hours worked do not count as hours worked for purposes of computing overtime.

6.13. Promotional Examinations and Appointments.

- a) Upon ratification, all current Fire Captain and Fire Lieutenant promotional lists shall expire on February 28, 2015. All future-promotional lists shall remain active for a period of thirty (30) months, effective with the March 1, 2015 lists, from the effective date of each list. Promotional examinations for the position of Fire Captain and Fire Lieutenant will be given at least once every –thirty (30) months, in such fashion as to provide continuously active promotional lists. The City agrees to begin the process no later than nine (9) months prior to expiration of the lists. In the event that a promotional examination is delayed, the eligible candidate for that examination shall be those candidates who would have been eligible had the examination been administered in proper sequence. The promotional list developed from a delayed promotional examination shall be retroactive to the date of the expiration of the previous promotional list and shall expire -thirty (30) months from the retroactive effective date.
- b) When a vacancy exists in a promotional position, it shall be filled from the next eligible candidate on the current promotional list. The individual promoted shall be paid retroactively to the date of the creation of the vacancy and given a seniority date retroactive to that date. In the absence of an active promotional list, if there is a budgeted promotional vacancy that the City intends to fill, the City will temporarily fill the budgeted vacancy through temporary assignments. Personnel used to fill budgeted

vacancies through temporary appointments shall be selected from the expired promotional list, shall be assigned for a period not to exceed ninety (90) days, and shall receive all appropriate wages and benefits afforded the position for the duration of their temporary assignment. Except in cases of exigent circumstances (i.e. hurricanes or other acts of God and delay of process by other parties), where it is clear that through no fault of its own the City fails to provide a promotional examination and eligibility list at the time of expiration of the prior list, any promotional appointments to vacancies created during the period when no eligibility list existed shall be retroactive back to the date of the vacancy. The City shall provide retroactive compensation and seniority to those individuals who are so appointed. However, in cases where a vacancy occurs and the current eligibility list has been exhausted with no eligible candidates remaining to be appointed to a vacancy, the promotion, compensation and seniority of an eligible candidate off the new promotional list shall be retroactive back to the first day following the expiration of the previous list, subject to the conditions above.

c) A list of authoritative sources from which technical knowledge for the behavioral assessment component and the written test questions will be compiled by a Book Committee consisting of the Human Resources Director, Fire Chief, the Union President and the test developer or their designees, along with two incumbents, one designated by the Fire Chief and one designated by the union president. Without exception, no member of the Book Committee shall be a candidate for the promotional examination for which the list is compiled. These committee members will be responsible for the authoritative sources for Fire Lieutenant and Fire Captain promotional processes. It is the intent of the City and Union that all sections of the promotional processes will be complete with standing lists ready to post upon expiration of the current three thirty (30) yearmonth lists. At least ninety (90) days prior to the scheduled date of the written promotional examination; a final notice will be posted containing a list of authoritative sources from which the technical knowledge, for the behavioral assessment component and the written test questions will be drawn. The technical knowledge for the behavioral assessment component shall be based on written standard operating procedures (SOP)/ standard operating guidelines (SOG) that are job related and rank specific selected by the established Book Committee and/or agreed upon authoritative sources.

d) Candidates meeting the time in grade service requirements on the date the register expires are eligible to apply to take the promotional examination for their next higher rank. All Firefighters I's who on the date the register expires have five (5) years of seniority from their date of appointment to Firefighter-I, are State certified paramedics, and have performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Fire Lieutenant test. On a one-time basis, Firefighters hired on September 3, 2013 who have one (1) year of education credits, as described below, will be eligible to take the Fire Lieutenant test for the September 1, 2017 list.

All Fire Lieutenants -who on the date the register expires have -three (3) years regular status—from their date of appointment as Fire Lieutenant and nine (9) years seniority from date of appointment as Firefighter (eight (8) years with one (1) year of education credits) and have performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Fire Captain's test. If there are no Fire Lieutenants who meet this criteria, then the minimum may be reduced to no less than seven (7) years seniority plus one (1) year of education credit.

- degree or equivalent in Fire Science, EMS, Fire/Business/Public Administration, or coursework meeting the State Fire Marshal's requirements for the "Firefighter Supplemental Compensation Program" (Florida Statutes section 633.382) will be acceptable and in a closely related area from an accredited college or university may substitute for one (1) year of time-in-rank and/or seniority in the department. On a one-time basis, for the September 1, 2017 Fire Captain and Fire Lieutenant promotional tests, eighty (80) college credits from an accredited institution may be used to substitute for one (1) year of time-in-rank and/or seniority in the department toward eligibility. experience (five (5) semester credits equals one (1) month experience). Coursework meeting the State Fire Marshall's requirements for the "Firefighter Supplemental Compensation Program" (Florida Statutes 633.382) will be acceptable. All applicants must have a valid Florida driver's license. Applicants must, in all cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.
- e) There shall be at least two (2) post-test review/scoring sessions conducted on separate days and occurring within fourteen (14) calendar days of the administration of the

written examination. Each examinee will review their results when off duty, and will be able to review a copy of his own answer sheet and the scoring key (for use only during the review session) containing the correct response, the name of the reading source and the location from which each test question was drawn. Challenges will be written and submitted to the test developer during the post-test review sessions. The test developer, the City's Manager's designee for Human Resources and the Union President or his designee shall conclusively decide all challenges by a majority vote.

Upon completion of the determination of a score for the behavioral assessment component of the examination, each examinee shall be furnished with their result. Each examinee may review his behavioral assessment component of the examination at a post-test review session for a time period of twice the duration of the behavioral assessment component of the examination. Each examinee will review their results when off duty. Challenges regarding the behavioral assessment component must be me in writing and submitted to the test developer either during the post-test review session, or at an optional challenge session scheduled within ninety-six (96) hours of the post-test review session. There will be no review of the behavioral assessment component during the optional challenge session. However, an applicant can review their individual behavioral assessment component during the post-test review and submit challenges during the optional session. Applicants may not take any written notes or test materials from the post test review. The test developer, the City Manager's designee for Human Resources and the Union President or his designee shall conclusively decide all challenges by a majority vote. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the optional challenge session.

f) For written promotional examinations for Fire Lieutenant, and Fire Captain, the raw passing score will be seventy percent (70%) after all challenges have been resolved by the test developer. Assessment components will be used for promotions to Fire Lieutenant and Fire Captain. The passing score for the assessment component shall be seventy percent (70%) after all challenges are resolved by the test developer. After consultation with the Union President, the City will select an independent, qualified service provider to furnish and administer validated behavioral assessment components that are mutually agreeable to the parties. The City will offer behavioral assessment component preparation, orientation, and overview to all qualified applicants. The

written examination given for Fire Lieutenant and Fire Captain will constitute fifty percent (50%) and the behavioral assessment components will constitute fifty percent (50%) of the examinee's combined score. Promotional test results will be expressed as percentage points. For Fire Lieutenant and Fire Captain promotional processes, seniority and education percentage points, in accordance with the following specifications, will then be added to the combined score after the candidate has successfully passed all components for the promotional examination. Veteran's Preference points will be added (after the addition of seniority and education percentages points in accordance with state law).

Fire Lieutenant/Fire Captain:

(Written Examination Raw Score *0.50) + (Behavioral Assessment Component Score *0.50) + Education points + Seniority points + Veterans Preference Points = Final Score.

For example: a candidate achieved a 76% score on the written examination, achieved a 68% score on the behavioral assessment component, achieved the maximum points in both the education and seniority areas, and had no Veterans' Preference points. The calculation of the candidates' score would be as follows:

(76 * 0.50) + (68 * 0.50) + 3.6 + 2.44.6 + 0 = 78.080.0

PROMOTIONAL CREDIT

Promotional credit shall be limited to a maximum value of sixeight (68) points, divided between two (2) components - seniority and education.

Seniority

Seniority shall be determined using the following formula:

Lieutenant:

LS X 0.36 <u>46</u> = S LS X 0.24-<u>30</u> = S

Captain:

LS shall be defined as length of service with the Miami Beach Fire Department. S shall be defined as Seniority and shall be given a maximum value of 3.64.6 points. Education shall be given a maximum value of 3.4 points.

Education

Education shall be determined using the following formula:

	College credit hours non-related (CCNR) x .01 =	_ (max 1.2)
	College credit hours related (CCR) x .02 =	<u> (max 1.2)</u>
Associate degree (except as specified below) in EMS or FS @ 1.2		
	(max 1.2)	
	Associate degree in Public Administration, EMS or FS or ar	ny Bachelor degree
(except as specified below) plus additional CCNR or CCR(max 2.41.8)		
	Bachelor degree in Public Administration, EMS or FS or an	y Master degree⊛
2.4	(max 2.4)	
	Paramedic Certification @ .84	(max .84)
	Lieutenant test only: Fire Officer I (State Certified)	(max 1.0)
	Captain test only: Fire Officer II (State Certified)	(max
<u>1.0)</u>		

The paramedic certification will not be counted as either technical training hours or college credit hours and will be assigned a value of .84 percentage points. College credit hours nonrelated (CCNR) shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university not related to the degree track for a degree in Fire

Science (FS) or Emergency Medical Services (EMS) as designated from an accredited college or university. College credit hours related (CCR)—shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university, in the degree track for that college or university's Fire Science (FS) or Emergency Medical Services (EMS) degree program excluding credits earned as part of the paramedic program. College credit hour values are based on semester hours and will be pro-rated for other systems (trimesters, quarters, etc.)—Associate degree in Fire Science (FS) or Emergency Medical Services (EMS) shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Bachelor degree in Fire Science (FS), er—Emergency Medical Services (EMS) or Public Administration shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Only one degree, either associate's or bachelor's, shall count toward educational credit, however, additional credit hours may be added to the associate degree up to the maximum allowed value, with related and non-related definition as set forth above.

In order to accurately reflect promotional points for all documents submitted, the City will assign mandatory individual appointments for each promotional applicant for document submission and review. The deadline for submission for all documents required to substantiate the educational promotional credit will be 5:00 p.m. fourteen (14) calendar days after the pass/fail notification is provided by Human Resources to Fire Administration. All applicants must be present during the entire document review process to confirm documents and answer questions. Applicants must submit the Promotional Credit Formula (above) for each document that they would like considered. Stapled to the back of each Promotional Credit Formula must be an *original or certified copy* of each document the candidate would like considered. Each attachment must indicate the number of college credits the course is worth. The applicant may verify hours by a) indication on a certified transcript, b) indication on the certified copy of the certificate or c) an official letter from the institution stating the hours. If the hours are not indicated in one of these ways, the certificate will not be included for any point calculation. All documents must also include the course title, and the date the course was completed.

Education Ccredit hours may only not be counted twicemore than once as it pertains to time-in-rank and time with the department for promotional purposes. Therefore, classes that were counted towards a degree may not be used again as either technical or college credit hours.

A promotional list for each promotional process will then be created listing examinees in descending numerical order of final score including any education, seniority or Veterans' Preference calculations. The Fire Chief will appoint from these promotional lists. Skip-overs may result from an examinee being rated unsatisfactory in two (2) or more evaluations within the last twenty-four (24)months; being issued three (3) or more written reprimands/suspensions within the last twenty-four (24) months; serving under a Last Chance Agreement; or being physically/mentally unqualified to perform the essential functions of the position.

Promotions shall be made by rank order provided that the ranking examinee's documented performance and/or discipline history are not significantly inferior to that of the next ranking candidate.

The IAFF shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

The parties agree to review the formula for promotional credit and to implement such revisions as the parties may agree upon in writing.

6.14. Light Duty Assignments. If an employee is temporarily unable to perform the essential functions of the employee's job classification due to a non-job related injury/illness, he may make a written request to the Fire Chief for a light duty assignment. The Chief shall determine if there are any necessary functions which could be preferred by a light duty employee. If there are such opportunities, the Chief shall inform the employee in writing of any light duty assignments and the physical capabilities required for their performance.

The employee shall present this light duty assignment information to his/her treating physician and obtain, at his/her expense, a written evaluation of his/her capacity to perform the functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to a second opinion from a City-appointed physician. The establishment, duration, work hours, and content of light duty assignments are at the sole discretion of the Fire Chief and may be modified or ended at any time.

6.15. Injury Service Connected (ISC). For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability Workers' Compensation benefit received or which the employee is entitled to receive, and his/her regular rate of pay for any time lost from work due to a service-connected injury. "Service-connected injuries" shall be defined as injuries sustained under the following circumstances:

- a) while on duty and entitled to be paid by the City; or
- b) while reasonably exercising Firefighter functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or
- c) while exercising Firefighter functions when there is a physical danger to a person and the employee takes reasonable action off duty in Miami Dade County, Monroe County, Broward County, or Palm Beach County, excluding any injury incurred while performing duties as a member of any other fire or emergency service; or
- d) when operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits; or
- e) while participating in organized fire service training that is approved in writing by the Fire Chief after consultation with the City Manager's designee for Risk Management.

In the circumstances described above (sub-paragraphs a through e), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Fire Chief and the IAFF President, the City Manager, at his/her sole discretion, may extend the above described ISC payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued. The Union and the City agree to meet to discuss options and alternatives to the current ISC practices to cure abuses (if found), and ensure streamlined and efficient provision, administration, and use of ISC.

After an employee exhausts his/her benefits under this article and is receiving workers' compensation checks, the City shall access the employee's leave accruals to keep him/her whole. Deductions for benefits such as health and dental insurance coverage and pension contributions will be made from the value of the accrued leave. Once an employee runs out of leave accruals and is still unable to return to work, the employee has an affirmative

responsibility to contact the Human Resources Department, Benefits Division, to make benefit payment arrangements. Employees will be given one month's grace period after which coverage shall be cancelled.

<u>6.16. Jury Duty.</u> Bargaining unit personnel who are summoned to jury duty shall be covered by the following:

- a) Personnel who are released from jury duty and who are not require to return for jury duty the following day will be required to report to work and complete the remainder of their assigned tour of duty.
- b) Personnel who are required to return to a jury pool or to jury duty on the date following their scheduled shift will be allowed to take off the second half of their assigned shift (8:00 p.m. to 8:00 a.m.) without being charged to annual leave or sick leave time. If the employee is released from jury duty before 5:00 p.m., he/she is required to return to his/her regularly scheduled shift.

<u>6.17. Reduction in Work Force.</u> For the term of this Agreement, there shall be no layoffs or demotions of bargaining unit members except for disciplinary demotions, suspensions, or terminations, which are not included for the purposes of no layoffs or demotions.

6.18. Infectious Disease Presumption. Any condition or impairment of health caused by Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by competent evidence. The City will maintain a confidential list of employees who have taken the required medical examinations. Employees will be added to the City's confidential list subject to the following conditions:

- a) New hires shall acquire the presumption entitlement after completing a pre-employment or post conditional offer of employment medical exam that tests for and fails to reveal any evidence of AIDS, Hepatitis, Pulmonary Tuberculosis, or Meningococcal Meningitis.
- b) Employees who refuse to take the pre-employment or post-offer testing related to presumptions mentioned in this Section shall not be eligible for the presumptions.

- **6.19. Seniority Bid System.** It is understood by the parties that the current bid system in effect at the ratification of this agreement shall remain in effect. Any change to the bid system will be agreed upon through the Labor Management process.
- <u>6.20. Minimum Staffing.</u> It is agreed that the staffing of the Department shall be in accordance with the minimum staffing ordinance of the City which may be amended from time to time in the City's discretion, subject to the Union's right to request impact bargaining as provided under Article <u>43-15</u> of this agreement.

WAGES AND FRINGE BENEFITS

7.1. Wage Increases.

- a) Effective with the first pay period ending in October April of 20122016, there shall be no an across-the-board wage increase of one percent (1%).
- b) Effective with the first pay period ending in October-July of 20132017, there shall be no an across-the-board wage increase of three percent (3%).
- c) Effective with the first pay period ending in October July of 20142018, there shall be an across-the-board wage increase of three percent (3%).
- d) Merit and longevity increases shall become effective on the payroll period commencing nearest the effective date, provided that the employee's performance has been rated as satisfactory for the prior year.
- 7.2. Suppression Division. One (1) Firefighter I or Firefighter II, also certified as an Air Room Technician, per shift, shall be assigned to the Suppression Division. In addition to the Firefighter I (DE_driver/engineer) or Firefighter II, regularly assigned as a driver to Station 2, there There shall be one additional Firefighter I (DE_driver/engineer) or Firefighter II, certified as an Air Room Technician assigned to Station 2 per twenty-four (24) hour shift, for a total of three (3) employees. Each one of the three (3) twenty-four (24) hour shift employees shall be assigned to the Support Services Division (1240), and also be entitled to the five percent (5%) driver/engineer incentive pay.
- <u>7.3. Assignment Pay.</u> Any employee assigned outside of 1210 (Suppression Division) will received 10% assignment pay.

The only exception to this will be twenty_four hour (24 hour) shift officers (i.e., Lieutenants and Captains) assigned to the Rescue Division (1220), who shall receive five percent (5%) assignment pay effective September 30, 2012.

7.4. Paramedic and EMT Pay. Employees who hold a Paramedic certificate shall receive a ten percent (10%) supplemental calculated on their base pay. Employees who hold an EMT certification shall receive a one and one half percent (1.5%) supplemental calculated on their

base pay. Employees shall not receive pay supplements for both EMT and Paramedic certifications.

<u>7.5. Certification Pay.</u> In addition to "assignment pay" stated in Section 7.3, and Paramedic/EMT pay stated in Section 7.4, the following divisions will provide certification pay:

a) Fire Prevention Division:

- 1) Employee shall receive an additional five percent (5%) supplement upon receipt of a State Fire Inspector Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignments. Employees shall remain solely responsible for maintaining a State Fire Inspector Certificate, unless assigned to the Division. Such costs involved in maintaining a State Fire Inspector Certificate shall remain the responsibility of the employee.
- 2) In order to bid into the Fire Prevention Bureau, employee must possess a current State Fire Inspector certification.
- b) Support Services Division: Employees shall receive an additional two and one-half percent (2½%) supplement upon receipt of a State Fire Instructor Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignment. Employees shall remain solely responsible for obtaining and maintaining a State Fire Instructor Certificate, unless assigned to the Division. Such costs involved in obtaining and/or maintaining a State Fire Instructor Certificate shall remain responsibility of the employee.

7.6. Paramedic Training.

For the purpose of this program, the focus will be on bargaining unit personnel who were hired on or after March 30, 1987. Seniority in rank will be the initial factor used to determine selection of students that will be allowed to apply to Miami-Dade College or other designated educational institution for acceptance into their paramedic program. The department will allow a minimum of two (2) bargaining unit personnel to enroll in the program each year. However, this number may be increased at the sole discretion of the Fire Chief, based upon staffing requirements, budget, class availability, etc. The Fire Chief will also determine the appropriate number of bargaining unit employees within each rank that will be considered for enrollment.

The City will pay for the paramedic course, lab fees, required textbooks, and related medical exam and vaccinations.

Prior to the beginning of the school semester, bargaining unit personnel who have been accepted into the program will be transferred to a shift that allows them the opportunity to attend required classes on duty. This attendance will be governed by policies developed by the Fire Chief, including but not limited to, dress code, travel time, schedules, etc. The Fire Department shall not be responsible for additional on-duty time or expenses for bargaining unit personnel who are required to repeat portions of the paramedic course for graduation.

Bargaining unit personnel eligible for participation in this program will be allowed to submit a written request for a one-time deferment upon notification by the Fire Chief that they are being processed for the next available class. Any requests for deferment must be directed to and received by the Fire Chief within fifteen (15) days from the date of notification to ensure that there will be an adequate number of students available for entry into this program.

An employee granted a deferment will not be considered eligible for participation for a period of one (1) year from the date of deferment, at which time he/she will be required to make application to Miami-Dade College or other designated educational institution for acceptance into the next available Paramedic Training Program.

While attending paramedic school, bargaining unit personnel will not be permanently assigned to any division that would require payment above base salary. For example, personnel will not be permanently assigned to the Fire Rescue Division, Fire Prevention Division, or the Support Services Division. However, they may be assigned temporarily as the need arises.

7.7. Driver Incentive Pay:

a) Effective on June 1, 2011, there shall be a Driver Engineer (DE) incentive pay established. In order to be eligible for the Driver Engineer incentive pay, a Firefighter I shall successfully complete Fire Apparatus/Equipment and Fire Hydraulics/Equipment courses or similar curriculum. Those Firefighter I—employees who meet these qualifications and are assigned to the Suppression Division (1210) as a Driver Engineer who bid into the Driver Engineer assignment pursuant to the annual bid process shall receive a five percent (5%) Driver Engineer incentive pay.

- b) Effective September 30, 2012, any Any Firefighter Lassigned to the Rescue Division (1220) shall receive a three percent (3%) driver incentive pay.
- 7.8. Work Out of Classification. When the City assigns a Firefighter—I, Firefighter—II, Lieutenant, or Captain to work in a higher position for more than one hour, he/she shall receive an increase of two dollars (\$2.00) per hour for all hours during which the assignment continues on that shift. Effective October 1, 2016, the amount shall increase to three dollars (\$3.00) per hour.

After the implementation set forth in Section 6.21, no No Firefighter is a saigned to work out of class as a Fire Lieutenant on a Combat Unit unless he/she is on an active Fire Lieutenant promotional list. A Firefighter is a saigned to work out of class as a Fire Rescue Lieutenant provided that any Firefighter is an active Fire Lieutenant promotional list has the right of first refusal.

After the implementation set forth in Section 6.21, no No Firefighter I shall be assigned to work out of class as a Driver Engineer unless he/she meets the qualifications set forth in 7.7 (a).

No probationary employee shall be assigned to work out of classification.

7.9. Overtime. Any member of the bargaining unit required to perform work outside of his/her normal shift shall receive pay at time-and-one-half their current hourly rate, except as follows. Hourly rates shall be determined using the definitions in Article 7.16, Hours of Work. Upon implementation of the new average pay period provision for 24-hour shift personnel, all vacation and sick leave accrual rates and existing accrued amounts for 24-hour shift personnel shall be revised to reflect this change (i.e. 1.5 hours for each hour).

Effective upon ratification of this Agreement, the parties understand and agree that Section 207(k) of the Fair Labor Standards Act Regulations shall apply to hours of work for employees covered under this agreement. Accordingly, the normal biweekly work period shall consist of ninety-six (96) hours in a fourteen (14) day period for employees assigned to work twenty-four (24) hour shifts, and eighty (80) hours in a fourteen (14) day period for employees assigned to work eight (8) or ten (10) hour shifts. Hours worked in excess of the ninety-six (96) or eighty (80) hour biweekly work period, depending on shift assignment, shall be compensated at the rate of one and one-half times the employee's regular rate of pay; however, sick leave, excluding sick leave taken under the Family and Medical Leave Act (FMLA), shall not count as

hours worked for purposes of overtime calculation. Leave without pay, excluding leave taken under the Family and Medical Leave Act (FMLA), shall not count as hours worked for purposes of overtime calculation. Hours worked on an off-duty assignment (regular or overtime pay) shall be subject to the overtime provisions set forth herein, and shall count as hours worked for the purposes of overtime calculation. Hours worked on an off-duty detail (non-overtime, detail pay, e.g., a detail sponsored by a third party) are not subject to the overtime provisions herein, and shall not count as hours worked for purposes of overtime calculation. All other hours in paid status shall count as hours worked for the purposes of overtime calculation.

Hourly rates shall be determined using the definitions in Article 7.16, Hours of Work. Upon implementation of the new average pay period provision for 24-hour shift personnel, all vacation and sick leave accrual rates and existing accrued amounts for 24-hour shift personnel shall be revised to reflect this change (i.e. 1.5 hours for each hour).

The Fire Chief will make available to the International Association of Fire Fighters, Local 1510 (IAFF) a report or the database of the overtime worked by the bargaining unit members. Such information will be furnished to the IAFF on an as needed basis.

7.10. Call-in Guarantee. A member of the bargaining unit who is called in to work outside of his/her normal shift will be guaranteed four (4) hours of pay to be computed at the rate of time-and-one-half, except when contiguous to the employee's regular schedule. If a call-in occurs on a holiday, the member will receive holiday pay for the four (4) hour guarantee and all additional hours worked on the holiday. If an employee does not perform available work as assigned, he shall not be entitled to any pay. This section is subject to the provisions set forth in Section 7.9, Overtime.

7.11. Holidays. The following holidays shall be granted to all members of the bargaining unit accordingly:

Holidays

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day

Designated Date

January 1st 3rd Monday in January 3rd Monday in February Last Monday in May Independence Day July 4th

Labor Day 1st Monday in September

Veteran's Day November 11th

Thanksgiving Day 4th Thursday in November

December 25th

The Day after Thanksgiving 4th Friday in November

Employee's Birthday*

Three (3) Floating Holidays**

Christmas

* Birthday shall be twenty-four (24) hours for 24-hour shift employees and eight (8) or ten (10) hours for 8/10 hour shift employees.

** Three (3) floating holidays of ten (10) hours or eight (8) hours for 8/10 hour shift employees, and two (2) 24-hour floating holidays for 24-hour shift employees. Effective upon ratification of this Agreement, 24-hour shift employees shall receive three (3) 24-hour floating holidays.

- a) Floating holidays are to be selected by the employee, subject to the Fire Chief or designee's approval, during each 26 pay period year.
- b) Bargaining unit members shall be eligible to use Floating Holidays and Employee Birthday after six (6) months of continuous employment with the City.
- c) 8/10 hour shift employees get the same holidays as other City Employees.
- d) Bargaining unit members shall receive holiday pay (double time) for all hours worked on holidays. Double time pay does not apply to 24-hour shift employees, except when working overtime on a Holiday.
- e) Any additional holidays so designated by official action of the City Commission shall be added to the above list.
- f) Twenty-four (24) hour shift personnel whose R day or regular day off falls on a holiday will receive pay for nine-twelve (912) hours at the employee's regular straight time rate of pay. The shift that is ending at 8 a.m. on the holiday and the shift that starts at 8 a.m. on the holiday, shall both receive nine-twelve (912) hours holiday pay at the regular straight time rate of pay. Effective April 1, 2015, the aforementioned nine (9) hours of holiday pay shall be reduced to six (6) hours of holiday pay at the regular straight time rate of pay.

- <u>7.12. Vacation Benefits.</u> Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue for the term of this Agreement.
- 7.13. Negotiation Pay. The Union's Negotiation Committee, said Committee shall be composed of not more than five (5) members of the bargaining unit selected by the Union. Four (4) committee members, not more than two (2) of whom are on the same tour of duty, shall be allowed time off with pay to participate in any negotiations conducted pursuant to Chapter 447 of the Florida Statutes on any day or days on which negotiations are held during their regularly scheduled tour of duty. Employees shall not be paid for time spent in negotiations on off-duty days. The Union shall notify in writing the Fire Chief and the City Manager's designee for Labor Relations of the names of the members of the Negotiations Committee and of any changes in the members of said Committee.

7.14. Sick and Vacation Leave Accrual and Maximum Payment of Termination. The present policy concerning sick leave (including the policy for payment upon termination, retirement, or death), accrued sick and vacation time combined, up to a maximum of one year's salary, shall continue for all employees hired before October 1, 1978.

Effective October 1, 1978, aAll new employees covered by this Agreement shall, under applicable ordinances, rules and regulations, be allowed no accumulation of vacation leave, except in accordance with provision for postponement of vacation leave as set -forth in Article 7, Section 7.10, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days sick leave to one day vacation leave to be used in the pay -period year when transferred. The Must Use Cap on vacation accrual is 460 hours (690 for 24-hour shift employees).

Employees shall be entitled to schedule and use at least one year's worth of their annual leave per year, if they participate in the Fire Department's vacation leave application process in a timely manner.

Effective with the first pay period ending in October of 2006, the The maximum amount of accrued, combined sick and vacation leave paid upon retirement, termination or death shall not exceed 820 hours for non-shift personnel and shall not exceed 1,230 hours for 24 hour day shift personnel.

The value of the combined accumulated sick leave hours and vacation hours upon termination, retirement or death shall be one hundred percent (100%), up to the maximum as stated above.

7.15. Sick Leave Sell Back Program. An annual sick leave sell back program, payable on a dollar for dollar basis, has been established and shall be implemented as stated in this section, effective October 1, 2013. The annual sick leave sell back periods shall cover each of the following fiscal years: October 1, 2013, through September 30, 2014; and October 1, 2014, through September 30, 2015 fiscal year from October 1 to September 30th. Payments for each annual sick leave sell back period will be made in the last pay period in November after the closing of the applicable sell back period. The sick leave sell back program, inclusive of all provisions stipulated in this section, shall terminate on the expiration date of this Agreement.

The sick leave sell back program will allow qualified employees to sell back their annual sick leave accrual during the sell back period, minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount. Effective October 1, 2016, employees who have completed twenty (20) years of service or more, before the start of the applicable sell back period, may sell back up to 136 hours (non-shift employees) or 204 hours (shift employees), minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount.

In order to qualify for participation in the sick leave sell back program, employees must: (1) Have been employed by the City throughout the entire sick leave sell back period being measured; and (2) Maintain at least four hundred (400) hours of combined accumulated sick and vacation leave, after each sell back date, for shift personnel, and three hundred (300) hours for non-shift personnel. Employees who have completed five (5) years of service or less, before the start of the applicable sell back period, must maintain at least three hundred (300) hours of combined accumulated sick and vacation leave, after each sell back date, for shift personnel, and two hundred (200) hours for non-shift personnel. The sick leave hours sold back as part of this program cannot cause the employee's accumulated sick and vacation leave to descend below the aforementioned minimum established thresholds.

7.16. Hours of Work.

- a. The average pay period for twenty-four (24) hour shift personnel covered by this agreement will be 96 hours in a 14 day period and the three (3) shift (A,B,C) schedule of twenty four (24) hours on duty and forty eight (48) hours off duty shall continue for the duration of this agreement. Every seventh shift, currently known as an R-day, shall be a day off so as to comply with the average pay period described above.
- b. The average pay period for 8/10 hour shift personnel covered by this agreement shall be eighty (80) hours in a fourteen (14) day period, with scheduled shifts consisting of eight (8) ten (10) hour or ten (10) eight (8) hour days per pay period. 8/10 hour shift personnel shall not be eligible to receive or accrue R-days.

7.17. Health Trust Contributions:

For Calendar Year 2013As of January 1, 2015, the City's monthly contributions are have been:

Single: \$ 482.92585.20 (\$ 464.38566.96 Medical + \$17.5418.24 Dental)

Emp. + 1: \$\frac{\$1,174.15}{1,427.02}\$ (\\$\frac{\$1,139.95}{1,391.45}\$ Medical + \\$\frac{\$34.20}{35.57}\$ Dental)

On a monthlyan annual basis, the City will be provided with the actual premium cost to the Florida Firefighters Insurance Trust Fund Miami Beach Local 1510 Firefighters' Insurance Trust Fund (herein after referred to as TRUST) as determined by its qualified consultant with those supporting documents reflecting the TRUST'S costs per participant. This actual cost shall include all liabilities of the TRUST inclusive of administrative fees, claims costs, reserves and stop loss not to exceed the maximum expense to the TRUST and supporting this annual percentage increase.

The City's annual calendar year contribution will be based on a true-up process as described below. (It is understood and agreed that the numbers used in the foregoing examples are fictional and for illustrative purposes only.)

Example #1: Trust's actual calendar year percentage premium increase is less than the City's actual contribution – a refund is calculated:

If the City's actual monthly contribution exceeds the TRUST'S monthly premium contribution, then the difference shall be recorded and refunded to the City by reducing the City's first following calendar year premium payment to the TRUST by the total amount of the dollars to be refunded. This refund will be based on the dollars determined each month. In addition, the City's base premium rate will be adjusted to reflect this annual percentage decrease in cost. The City's premium rate for December of the preceding calendar year will be adjusted to reflect this percentage decrease in premium cost and then the City's current straight line average increase will be added to this base premium.

- 1) City's monthly contribution for calendar year 2006 = \$100,000/month
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%)
- 3) Trust's actual monthly premium for calendar year 2007 = \$104,950.50 (this is 1% less than #2)
- 4) Therefore, the City overpaid the Trust by \$1,049.50 each month, which means the City would receive a credit of \$12,594 (\$1,049.50 x 12) to be taken off of the first premium contribution in 2008.
- 5) The City's straight line average for 2008 has been set at 6%.
- 6) Before adding this new straight line average of 2008, the current monthly contribution will need to be adjusted to reflect the true costs of 2007 (Dec 06 base premium + 5% (The true increase for TRUST in 2007)). This establishes the new base premium for 2007.
- 7) Therefore, the City's monthly contribution for 2008 would be \$105,000 (2007 adjusted premium) x 6% (2008 straight line average)) = \$111,300

Example #2: If the payments made by the City to the TRUST do not exceed the actual increase for prior year, then there will be no reduction made in the current year.

Trust's actual calendar year percentage premium increase is greater than the City's actual contribution – no refund is calculated:

- 1) City's monthly contribution for calendar year 2006 = \$100,000/month
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%)

- 3) Trust's actual monthly premium for calendar year 2007 = \$110,000 (this is more than the City's actual payment)
- 4) Therefore, the Trust's premium was more than the City's actual contribution for 2007. No credit is due to the City and there will be no monies deducted from the first premium in 2008.
- 5) There will be no reduction to the City's current monthly contribution.
- 6) The City's straight line average for 2008 has been set at 6%.
- 7) The 2008 rate will then be determined as follows:

\$106,000 (2007 rate) x 6% (2008 straight line average)) = \$112,360

Example #3: If the payments made by the City to the TRUST are equal to the actual increase to the TRUST for the prior year, then there will be no reduction made in the current year. Trust's actual calendar year percentage premium increase is equal to the City's actual contribution – no refund is calculated:

- 1) City's monthly contribution for calendar year 2006 = \$100,000 month
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%)
- 3) Trust's actual monthly premium for calendar year 2007 = \$106,000
- 4) Therefore, the Trust's premium was equal to the City's actual contribution for 2007, no credit is due to the City and there will be no monies deducted from the first premium in 2008.
- 5) There will be no reduction to the City's current monthly contribution.
- 6) The City's straight line average for 2008 has be set at 6%
- 7) The 2008 rate will then be determined as follows:

\$106,000 (2007 rate) x 6% (2008 straight line average) = \$112,360

If the City's renewal rate if is flat, or a negative percent, then there will be no change made to the City's annual calendar year contribution to the TRUST.

The City's contribution amount will help fund the level of benefits provided by the current plan as of the date this contract is signed* and will help fund the level of benefits provided by the

TRUST not to exceed the maximum expense to the TRUST for said benefits. If plan design changes cause an increase in the TRUST'S monthly premium, the City is not required to increase its contribution as a result of the plan design change. The City shall be notified in writing of all plan design changes within thirty (30) days of the effective date of any proposed change.

Deadlines:

a) First Week of Each Calendar Month February:

Monthly premium billingAn annual reports shall be provided from the TRUST to the City Manager's designee for Labor Relations and Human Resources/Benefits Administration no later than the 1st week of each calendar month the premium is dueFebruary every year. This premium billing report shall reflect the monthly annual premium costs based on the claims experience and administrative costs of the TRUST as determined by its qualified consultant and documents reflecting the TRUST'S annual costs per participant per month for administrative fees, claims costs, stop loss and reserves supporting the annual percent increase, and shall be broken down by average for that month per participant.

- b) In addition, the Miami Beach Local 1510 Firefighters' Insurance Trust FundCity of Miami Beach Firefighters Insurance Trust Fund shall provide the financial statements from the TRUST CPA reflecting Miami Beach's actual premium contributions for the prior calendar year to the City Manager's designees for Labor Relations and Human Resources/Benefits Administration. Audited financial reports will be provided as soon as available each calendar year.
- c) The City Manager's designee for Labor Relations will provide the final renewal rates to the Miami Beach Firefighters Insurance Fund prior to the beginning of the new plan year.
- d) The City's designees for Labor Relations and Human Resources/Benefits Administration will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send representatives to that meeting.

Also, any consulting reports analyzing benefit changes will be provided to the City for the purposes of that meeting.

The City will make payments to the TRUST by the 15th of the month for the previous month. In order to assist the TRUST with the transition of payment dates, the City will provide a \$500,000 advance amount. In the future, should the City cease payments to the TRUST, the TRUST shall reimburse the \$500,000 advance to the City.

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*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 20132016.

**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divide by the number of the City's medical plan options and in the same manner for dental plans.

In addition:

- a) For all current retirees and active employees on the payroll as of the date of ratification of this contract, all employees presently in the DROP, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less that the current value of the contributions for active employees and their eligible dependents. This agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.
- b) Employees hired after the ratification of this Agreement July 14, 2010, who elect to be covered by the Firefighters Plan to the extent they choose to have medical benefits provided to them and their dependents during retirement shall receive a health insurance stipend in lieu of a City contribution to the Trust on behalf of those employees after their retirement. As of September 30, 2015, The stipend shall be a monthly payment equal to twenty-five dollars (\$25)\$27.49 per month of each year of service, subject to an annual increase based on the Miami-Ft. Lauderdale all urban consumer CPI as of September 30th of each fiscal year thereafter. Additionally, upon separation

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of employment with the City, the individual's stipend shall continue to be adjusted annually every September 30th thereafter.

- c) All members of the bargaining unit who have worked at least ninety (90) days from date of appointment will not be covered by City-provided medical and dental benefits and will instead be covered by the Miami Beach Local 1510 Firefighters' Insurance Trust FundFlorida Firefighters Insurance Trust Fund (Firefighters Plan). Covered employees if they choose, will have the options of coverage as set forth in that Plan. Non-bargaining unit State certified firefighter employees in the Fire Department have the option of coverage under the City-provided plan or Firefighters Plan, but not both, provided they meet the TRUST's eligibility as defined in the plan document.
- d) All members of the bargaining unit who were members of the Union on September 1, 1986, and who retire on or after October 1, 1986, and non-bargaining unit employees who opt for the Firefighters Plan and who retire on or after October 1, 1986, shall be covered by the Firefighters Plan to the extent they choose to have medical benefits provided to them and their dependents during retirement.
- e) The City shall be provided with a copy of the Firefighters Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits.
- f) Employees covered by this Agreement who retire, or are terminated by the City must be vested in the Police/Fire pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement termination.
- g) Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.
- h) Effective the first pay period ending in October of 2013after the date of ratification of this Agreement, all employees covered by this agreement shall contribute twenty-five fifty dollars (\$25.0050.00) biweekly to the Post Employment Health Program

- (PEHP). Upon separation of employment from the City, or when participating in DROP, employees covered by this agreement shall contribute ten percent (10%) of their total accrued leave payouts toward the PEHP. Any and all fees/costs associated with administering the PEHP shall be incurred by the plan participants. In no event shall the City incur any costs.
- i) Effective upon ratification of this agreement, and fFor so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City will reimburse those employees with domestic partners who pay this heavier tax burden by adding to their biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. Reimbursement under this subsection shall not be considered to be pensionable income. In order to qualify, eligible employees must have registered domestic partnerships in accordance with the applicable provisions of the Miami-Dade County Code of Ordinances and the City of Miami Beach Code of Ordinances.
- 7.18. Paramedic Recertification Pay. Time spent while off duty in classroom (including the test) or lab settings to obtain recertification in accordance with State of Florida requirements is not time worked and will not be compensated by the City. Books and tuition for such courses will be paid for by the City. Under present state recertification procedures, the City will provide a \$300-500 paramedic recertification pay annually, to be paid in the first pay period ending in October. Effective the first full pay period in October 2013, the City shall make a one-time payment of \$200 to retroactively compensate eligible employees who received recertification pay during FY 2012/13. Effective the first full pay period in October 2013, paramedic recertification pay shall be increased to \$500. Non-paramedic employees who are required to obtain EMT recertification shall be provided with the state required instruction while on duty.
- <u>7.19. Court Time</u>. When an employee is required to appear in court or at a deposition by the State Attorney, public defender, or a federal agency, or is required to appear in court or at a deposition in a civil matter which involves the employee's employment with the City, (except when the employee is a Plaintiff in any litigation against the City, when the litigation involves one employee who is suing another employee, and/or when the employee is a Plaintiff or

Defendant in a lawsuit where the employee is not on the same side as the City, this Section shall not apply) he/she will be paid a minimum of four (4) hours at the overtime rate if the court appearance or deposition is not contiguous to the regular duty shift. If the court appearance or deposition is contiguous to the regular duty shift, the minimum guarantee shall be two (2) hours at the overtime rate.

- **7.20.** On-Call. Employees who are placed in an on-call status as primary respondents for periods of one month at a time will be paid \$300 for each such month
- **7.21. Shift Training Coordinator.** One employee on each operating shift will be given a \$300.00 annual bonus for holding and maintaining a State of Florida Fire Instructor certificate, and for performing as the shift training coordinator. This training certificate holder bonus is not pensionable for purposes of retirement calculation.
- <u>7.22. Pension Pick-Up.</u> The City agrees subject to and in accordance with IRS code and regulation that pension contributions, although designated as employee contributions, will be paid by the employer in lieu of contributions by the employee.
- 7.2322. Rescue Out of Class (ROC). When the City temporarily assigns an employee covered by this Agreement to work in Fire Rescue for more than one hour he/she shall receive an additional two dollars (\$2.00) per hour for all hours during which the assignment continues on that shift. Effective October 1, 2016, the amount shall increase to three dollars (\$3.00) per hour.
- <u>7.2423. Pension.</u> The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2013 (except as otherwise specified below):
 - A. Upon completion of five (5) years of creditable service under the pension system, members may purchase additional creditable service under the system for up to two (2) years of prior military service, in increments of up to three percent (3%) per year of service for a maximum additional multiplier of six percent (6%), purchased at ten percent (10%) or ten and one half percent (10.5%), (for new hires required to

contribute 10.5% to the plan as set forth in sections G and H herein), of pensionable salary for each year of military service purchased, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

- B. The purchase of additional military service must be completed within twenty-four (24) months following a member's completion of five (5) years of creditable service under the pension plan. If a member does not complete the purchase within the twenty-four (24) month period, he/she shall not be eligible for the purchase in the future. Upon ratification of this agreement Effective September 30, 2013, those members who have attained at least five (5) years but no more than ten (10) years of creditable service, may purchase additional military service as provided for in section A herein, within twenty-four (24) months. If a member does not complete the purchase within the twenty-four (24) month period, he/she shall not be eligible for the purchase in the future.
- C. All compensation for work performed pursuant to section 6.12 (off duty services) shall be included in a member's salary for pension purposes, and shall be used in the calculation of member contributions and benefits. Provided, in no event shall the value of unused sick and/or vacation time, overtime pay, and/or off-duty pay, exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance. Effective upon ratification of this agreementSeptember 30, 2013, overtime in excess of 300 hours per year or payments for unused sick and and/or vacation leave may not be included in compensation for pension purposes.

D. DEFERRED RETIREMENT OPTION PLAN (DROP)

 Eligibility – Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.

- 2. Conditions of Eligibility Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed sixty (60) months; however, employees who entered the DROP on or before September 30, 2015, may extend their DROP participation period by twelve (12) months, for a total maximum DROP participation period not to exceed seventy-two (72) months. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, may extend their DROP participation period by up to thirty-six (36) months, for a total maximum DROP participation period not to exceed ninety-six (96) months. Employees who enter the DROP on or after the date of ratification of this Agreement will be subject to a total maximum DROP participation period not to exceed ninety-six (96) months. Notwithstanding, participation may not continue beyond that date when the employee's combined years of creditable service and time in the DROP equals four hundred and fifty-six 408 (456) months. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.
 - a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.
 - b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.
 - b.c. Employees currently in the DROP, who meet the requirements set forth in Sections 1 and 2 above, and elect to extend their DROP participation period, must sign such forms as may be required by the Pension Board by no later than September 1, 2016.

3. Conditions of Employment for DROP Participants – Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

4. Effect of DROP Participation

- a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.
- b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.
- c. A DROP participant is not eligible for disability benefits from the Plan.
- d. An employee may participate in the DROP only once.
- e. Effective with the start date of an employee's DROP participation, contribution to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.
- 5. Payments to DROP Account. A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. With the exception of those employees who enter the DROP on or after September 1, 2012, through September 29, 2013, shall continue to receive a zero (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the applicable maximum five (5) year participation period. Any such employee who exits

the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in the current pension plan.

- a. Employees who entered the DROP on or before September 30, 2015, and who choose to extend their DROP participation period by up to twelve (12) months, shall receive a zero (0%) retiree cost of living adjustment (COLA) for their sixth (6th) annual adjustment date. If these employees choose to extend their DROP participation period and separate from employment with the City at any time within the sixth (6th) year, they will not receive a retiree COLA on the sixth (6th) annual adjustment date, but will receive a retiree COLA on the seventh (7th) annual adjustment date and all annual retiree COLAs thereafter.
- b. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, who choose to extend their DROP participation period by up to thirty-six (36) months shall receive a zero (0%) retiree COLA for their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.
- c. Employees entering the eight (8) year DROP on or after the date of ratification of this Agreement shall receive a zero (0%) retiree COLA for their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.
- d. Employees hired after the date of ratification of this Agreement who enter the DROP shall receive a zero (0%) retiree COLA for their first (1st), second (2nd), third (3rd), and fourth (4th) annual adjustment dates. If these employees separate from employment with the City at any time within the first (1st), second (2nd), third (3rd), or fourth (4th) year in DROP, they will not

receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

6. DROP Account Earnings

- a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.
- b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.
- 7. Payment of DROP Account Funds Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member's DROP account or beneficiary and shall no longer be paid to the member's DROP account. In the event of the member's death, payment shall be made directly to the member's beneficiary. No payments will be made from the DROP account until the member terminates employment.
- 8. DROP Account Payment Options Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

- a. **Lump Sum** All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.
- b. Partial Lump Sum A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.
- c. **Direct Rollover** All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.
- d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.
- 9. Death of DROP Participant If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

10. Administration of DROP Accounts

- a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the DROP, nor any rule that would be a mandatory subject of collective bargaining.
- b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.
 - 11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or

by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

12. A member who elects to participate in the DROP shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the stipulations set forth in the collective bargaining agreement between the City and IAFF. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the collective bargaining agreement between the City and IAFF, provided that the employee shall retain at least one hundred twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than June 30August 31 of that year. Employees may request such payment prior to entry into the DROP, but must be in the DROP at the time of payout. Payment will be made after the firston the second pay period ending of October February of the same following year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement, as reduced by the prior payout, if any. In no event shall

payments for accrued sick or vacation leave be included in a member's earnings for the purposes of the plan.

- E. Pension benefits for employees hired prior to July 14, 2010; all changes effective September 30, 2013, unless otherwise specified:
 - 1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
 - 2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 47 to be eligible for "Rule of 70" retirement.
 - 3. The final average monthly earnings (FAME) shall be based on the member's two (2) highest paid years of creditable service, prior to retirement or separation from employment. Effective September 30, 2015, the final average monthly earnings (FAME) shall be based on the member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
 - 4. The retiree cost of living adjustment (COLA) shall be two and one half percent (2.5%) annually.
 - 5. The maximum pension benefit shall be 85% of pensionable income, with the exception that any member who attains a benefit of 85% of pensionable income or higher as of September 30, 2013, retains the maximum benefit of 90% of pensionable income.
 - 6. An employee shall be vested after completion of five (5) years of creditable service.
 - 7. Ten percent (10%) employee pension contribution.

- F. Pension benefits for employees hired on or after July 14, 2010, but prior to ratification of this collective bargaining agreement (includes new hires currently in the recruitment process)September 30, 2013; all changes effective September 30, 2013, unless otherwise specified:
 - 1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
 - 2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement.
 - 3. The final average monthly earnings (FAME) shall be based on the Member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
 - 4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
 - 5. The maximum pension benefit shall be 85% of pensionable income.
 - 6. An employee shall be vested after completion of five (5) years of creditable service.
 - 7. Ten percent (10%) employee pension contribution.
- G. Pension benefits for employees hired on or after ratification of this collective bargaining agreement (excluding new hires currently in the recruitment process): September 30, 2013, but prior to the date of ratification of this collective bargaining agreement:
 - 1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
 - 2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement.

- 3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.
- 4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
- 5. The maximum pension benefit shall be 85% of pensionable income.
- 6. An employee shall be vested after completion of five (5) years of creditable service.
- 7. Ten and one half percent (10.5%) employee pension contribution.

H. Pension benefits for employees hired after the date of ratification of this collective bargaining agreement:

- 1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
- 2. The normal retirement age shall be 52; however, under "Rule of 70" retirement, a member must attain a minimum age of 48.
- 3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.
- 4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
- 5. The maximum pension benefit shall be 85% of pensionable income.
- 6. An employee shall be vested after completion of five (5) years of creditable service.
- 7. Ten and one half percent (10.5%) employee pension contribution.

The pension breakdowns above are for illustrative purposes and do not encompass all pension benefits afforded to respective members. The full itemization of pension benefits is available in the plan summary for the Fire and Police Pension Plan, as well as the Fire and Police Pension Ordinance.

7.24. "Me Too" with the FOP. The IAFF reserves the right to a "me too" agreement with the FOP should the City modify the FOP agreement on parallel issues. Any such discussions shall

not exceed a period of 90 days from the date of the first meeting, and in no event shall the discussions continue beyond the contract expiration date.

<u>7.25. Buyback of Probationary Time.</u> Employees hired prior to ratification of this agreementJuly 19, 2013 may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary firefighters. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six months. Effective upon ratificationJuly 19, 2013, all newly hired employees, including new hires currently in the recruitment process, shall participate in the pension plan upon date of hire.

<u>7.26. Voting Time.</u> Given the availability of alternatives such as absentee ballots, the past practice of allowing paid time off for voting shall be discontinued.

7.27. Commission on Fire Accreditation International Pay Supplement (CFAI).

Bargaining unit members shall receive fifty dollars (\$50.00) per pay period. The union agrees to work with the City in order to attain accreditation through the Commission on Fire Accreditation International. After attainment of accreditation, (CFAI) payments required herein shall be contingent upon maintenance of the accreditation provided however that payment shall continue if loss of accreditation is due to action or inaction by the City/Administration and unrelated to actions of the bargaining unit members.

7.28. Compensation Plan.

- a) Trainee All non-certified hires will start at Step 1.
- b) All Florida certified Firefighters will start at Step 3. After 6 months at Step 3, the employee will move to Step A for the duration of their first year.
- c) Effective April 1, 2015, one (1) additional step, Step I, shall be added to the Firefighter I classification range. The additional step will increase the maximum of the range for the Firefighter I classification by five percent (5%). Any Firefighter I at the maximum step of

the range, Step H, shall be eligible to proceed to Step I upon reaching his or her anniversary date following the effective date of this provision.

7.29. Shift Fire Investigator. Three (3) Firefighter \vdash employees will be assigned to the Suppression Division (1210) in the position of Shift Fire Investigator. There shall be one (1) Fire Investigator per 24-hour shift for a total of three (3). To be eligible to hold the position, the Firefighter \vdash must be a State certified Fire Investigator II. The three (3) fire investigators will perform their normal Firefighter \vdash shift duties, and may be dispatched solely for Fire Investigative duties.

The three (3) Firefighter L-Shift Fire Investigators shall maintain their 10% assignment pay as if they were still assigned to the Fire Prevention Bureau (FPB) Division (1230) and shall maintain their current take home vehicles.

- <u>7.30. Hazardous Duty Pay.</u> Effective April 1, 2015, aAll employees covered by this agreement shall be eligible to receive hazardous duty pay in the amount of one hundred dollars (\$100) biweekly. Effective the first pay period ending in October 2017, hazardous duty pay shall be increased to one hundred twenty-five dollars (\$125) biweekly. Hazardous duty pay shall not be considered as pensionable earnings.
- 7.31. Marine Pay. On a biweekly basis, effective the first pay period ending in October 2016, any employee who is assigned to the fire station designated as the marine station shall receive assignment pay equal to five percent (5%) of their biweekly base pay. This assignment shall be subject to the bid document.
- 7.32. Special Operations Pay. On a biweekly basis, effective the first pay period ending in October 2016, any employee who is assigned to the fire station designated as the special operations station shall receive assignment pay equal to five percent (5%) of their biweekly base pay. This assignment shall be subject to the bid document.
- 7.33. SWAT. Effective upon ratification of this Agreement, employees assigned to the SWAT team who are deployed or called in to train outside of their normal shifts will be guaranteed four (4) hours of pay to be computed at the rate of time-and-one-half, except when contiguous to the employees' regular shifts. Any such training must be approved in advance by the Fire Chief. This section is subject to the provisions set forth in Section 7.9, Overtime.

- 7.34. Honor Guard. Effective upon ratification of this Agreement, employees assigned to the Honor Guard who are deployed or called in to train outside of their normal shifts will be guaranteed four (4) hours of pay to be computed at the rate of time-and-one-half, except when contiguous to the employees' regular shifts. This section is subject to the provisions set forth in Section 7.9, Overtime.
- 7.35. Combat Challenge. Effective the first pay period ending in April 2016, a combat challenge shall be established, the components of which will be mutually agreed upon between the Fire Chief and the Union President. Any employee covered by this Agreement who completes and passes the challenge shall receive a supplement of \$50 per pay period. The challenge will be administered by the Fire Department. It will be administered on an annual basis. An employee will have thirty (30) days from the anniversary of his completion of the combat challenge to schedule the next challenge (for that year). Employees must complete and pass the challenge each year in order to be eligible for continued receipt of the supplement. Combat challenge pay shall not be considered as pensionable earnings. On a one-time basis for the first combat challenge, employees who pass the challenge shall be paid the supplement retroactive to the first pay period ending in April 2016.
- 7.36. Second Language Pay. Effective the first pay period ending in October 2017, employees who are conversationally proficient in a second of the following languages: Spanish, Creole, Portuguese, Hebrew, French, Russian, German, Cantonese, Italian and American Sign Language; shall be eligible to receive second language pay equal to two and one-half percent (2.5%) of their biweekly base pay. Proficiency will be determined by an employee obtaining a minimum rating of level 9 on the "Speaking and Listening Assessment" test administered by ALTA Language Services, Inc. via telephone and proctored by the Fire Administration. The test may be scheduled with at least seven (7) work days' notice to the Fire Administration. The employee will bear the cost of paying for the test. The employee will be subject to requalification for the pay supplement every five (5) years. Second language pay shall not be considered as pensionable earnings.
- 7.37. Take-Home Vehicles. The Union agrees that, effective upon the date of ratification of this Agreement, each bargaining unit employee who is assigned a take-home vehicle will purchase at his or her expense an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least \$100,000, within 30 days of this effective

date of this Agreement. In addition, the employee must maintain an extended non-owned coverage endorsement or non-owner auto insurance coverage in the amount of at least \$100,000, for so long as he or she is assigned a take-home vehicle. Employees who are initially assigned a take-home vehicle, subsequent to date of ratification of this Agreement, shall be required to obtain and maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least \$100,000, prior to vehicle assignment. Any employee without the required insurance coverage, as stipulated herein, may have the take-home vehicle privilege revoked at the City's discretion. If the insurance industry no longer provides the extended non-owned coverage endorsement or non-owner auto insurance coverage, there will be a re-opener in order for the City and Union to discuss the provisions set forth in this section only.

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

- **8.1. Committee Make-up and Responsibilities.** In recognition of the City's and the Union's desire to maintain the highest standards of health and safety in the Fire Rescue Department, a Joint Occupational Safety and Health Committee will be established. This committee shall consist of three (3) members of management selected by the Fire Chief, and three (3) members of the Union appointed by the Union President.
 - a) The Committee shall recommend rules and procedures for the promotion of health and safety among Firefighters.
 - b) The Committee shall make inspections of Fire Department facilities on a semi-annual basis or by special request.
 - c) The Committee shall keep minutes of each meeting.
 - d) The Committee shall meet on a regular basis at mutually agreed times. Four (4) members of the Committee shall constitute a quorum, providing that equal representation is available, at a scheduled and posted meeting.
 - e) The Safety and Health Committee established by this Agreement shall evaluate changes in specifications for bids for protective clothing, equipment, tools, appliances, and apparatus, and shall issue its recommendations in a report to the Fire Chief.
 - f) The Safety and Health Committee will evaluate the types of helmets, gloves, breathing apparatus, and protective clothing on a semi-annual basis. A report of this evaluation will be made to the Fire Chief.
 - g) A separate City-Wide or Departmental Safety Committee will review and analyze all reports of accidents, deaths, injuries, and illnesses.
 - h) The Safety and Health Committee shall review on the job accidents and injuries and make recommendations to the Fire Chief about prevention efforts and/or remediation needed.
- **8.2. Personal Equipment.** Personnel will be issued personal equipment one time, in new condition, to be maintained in serviceable condition. If the gear is damaged or destroyed at no fault of the employee, it will be replaced by the City. If it has been damaged, destroyed, or lost due to the employee's negligence, the employee will pay for the replacement.

Negligence will be determined by a majority vote of four (4) members of the Occupational Safety and Health Committee and the Fire Chief. Two (2) of the Committee members shall be Union appointees and two (2) shall be Management appointees.

8.3. Ladder Testing. The City shall pay for the inspection and testing of the structural integrity and safety of its aerial devices, using recognized test procedures by an independent test company other than the original manufacturer, at a time to be determined by management, but on no longer than a bi-annual basis. A copy of the test results will be supplied to the Safety and Health Committee.

8.4. Air Quality Evaluations. The City agrees that air quality evaluations as presently made will be made by the Dade County Health Department or other suitable testing facility on the compressed air utilized in department Self-Contained Breathing Apparatus (SCBA) and Self-Contained Underwater Breathing Apparatus (SCUBA) on a quarterly basis.

8.5. SCBA Repair. Only personnel who have been trained and certified by the manufacturer will be permitted to perform repairs or supervise the performance of repairs on Self-Contained Breathing Apparatus (SCBA).

LEAVE OF ABSENCE

<u>9.1. Educational Leave and Tuition Refund.</u> Subject to applicable Personnel Rules, <u>leave ordinances and tuition practice administrative procedures,</u> an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

Upon ratification of this Agreement, employees covered by the bargaining unit are eligible for the tuition assistance program set forth in Resolution No. 2015-28891, adopted January 14, 2015, which provides the following levels of benefit:

Six Credit hours per semester for a total of twelve credits per calendar year will be reimbursed, as follows:

- Approved undergraduate, community college courses and non-credit/certificate
 courses will be reimbursed as follows:
 - o 80% for courses in which the employee earns an A
 - o 60% for courses in which the employee earns a B
 - 40%r for courses in which the employee earns a C
- Approved graduate courses will be reimbursed as follows:
 - 80% for courses in which the employee earns an A
 - 60% for courses in which the employee earns a B

The levels of benefit identified above may be subject to change by the City Commission, but in no event shall be less than the levels of benefit identified below:

One course per semester/trimester/quarter equivalent to three credits for a total of twelve credits per calendar year will be reimbursed, as follows:

- Approved undergraduate community college courses and non-credit/certificate courses will be reimbursed at an amount not exceeding \$158.25
- Approved undergraduate university courses will be reimbursed at an amount not exceeding \$251.16
- Approved graduate courses will be reimbursed at an amount not exceeding \$531.15

9.2. Bereavement. Where there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children, or stepchildren) of an employee, he or she shall be allowed twofour -(24) consecutive days off if on eight (8) or ten (10) hour shift; or (twenty-fourforty-eight (2448) consecutive hours a off if on 24-hour shift employee), for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. Upon request, employees will be eligible to take an additional consecutive week off utilizing their own accrued leave. In such circumstances, Any additional time off may be granted by the Fire Chief or designee, and shall be chargeable to the accrued sick or vacation leave of such employee. Such additional time shall not count against the employee for the purposes of performance evaluation, or for participation in the sick leave sell back program. Requests for additional time off shall be submitted in writing to the Chief.

TRANSFER OF SERVIVES

- <u>10.1. Notice.</u> The City agrees to keep the Union advised concerning any plans for, or implementation of, a transferal of any services presently being performed by bargaining unit members.
- 10.2. Discussions. The City agrees to hold discussions with representatives of the Union upon request of the Union, for the purpose of permitting the Union an opportunity to comment upon any proposed transferal of services and/or suggest alternatives to all or any portion of the plan for transferal.

DRUG/ALCOHOL TESTING

<u>Section 11.1. Selection.</u> In an effort to identify and eliminate on-duty or off-duty controlled substance/alcohol abuse, urinalysis/breathalyzer tests shall be administered as provided herein. Employees shall be advised of their contractual rights relative to this Article any time a urinalysis/breathalyzer alcohol test is required. Employees refusing to submit to a urinalysis/breathalyzer test under the provisions set forth herein shall be dismissed.

- a) Annual Screening: Effective October 1, 1998, all-All employees shall be required to submit to urinalysis once per calendar year. Employees shall be selected using a random selection process agreed to by the Union and the City, and shall be tested during their normal tour of duty.
- b) Random Screening: It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. The Human Resources Department will administer the drug testing program. Thirty (30) days after the contract ratification by the IAFF, employees whose sick leave bank falls below 133 hours (200 hours for shift personnel), shall be subject to the random drug test screening for 180 calendar days. The 180 calendar day period will begin with the pay period after the employee's leave balance falls below 133 hours (2000 hours for shift personnel). Effective October 1, 2007, eEmployees whose sick leave bank falls below 200 hours (300 hours for shift personnel), shall be subject to the random drug test for 180 calendar days. The 180 calendar day period will begin with the pay period after the employee's leave balance falls below 200 hours (300 hours for shift personnel). If at any time after the 180 calendar days has expired, the employee's sick leave bank falls below the 133 hours (200 for shift personnel) (or on/after October 4, 2007, 200 hours [300 for shift personnel]), the employee shall be immediately subject to random drug testing for an additional 180 calendar day period (as described above). New hires are exempt from the random screening provisions until they have been employed for a total of thirty-six months. After thirty-six months from the date of hire, all provisions will apply.

- c) Reasonable Belief Screening: Employees may be tested under the following criteria:
 - 1. When a Division Chief or above has reasonable belief, based on objective factors that the employee has possession of, or is using, dispensing, or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.
 - 2. When a Division Chief or above has reasonable belief based on objective factors that the employee is under the influence of alcohol on duty, or on an off-duty detail, or traveling to or from same in a City vehicle, or while in a status where injury would be covered by Workers' Compensation and/or I.S.C.

Section 11.2 Screening.

- a) Employees shall take a breathalyzer test in the case of suspected alcohol abuse, and/or give a urine sample for suspected substances abuse, as determined by the City, at either a hospital or an accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is required to be submitted under any of the above circumstances, a portion of the first sample shall be retained, and the employee may choose to submit a second, separate sample as described in b) below. All positive tests for controlled substance(s) shall be confirmed by Gas Chromatography Mass Spectrometry (GCMS) or equivalent testing method. Testing shall be performed by an accredited, State licensed clinical lab. Testing for alcohol shall be by breath-testing unless the employee is or claims to be unable to provide an adequate sample. In such a case, a blood test will be performed. A breath alcohol level of 0.04 or higher and it's equivalent blood test outcome shall constitute a positive result.
- b) Except in the case of alcohol testing, if the employee chooses to submit a second, separate sample it shall be collected at either a hospital or accredited, State licensed clinical lab, chosen by the City, within four (4) hours of the time the initial sample is submitted. If the employee declines to submit a second, separate sample or is unable to submit a second, separate sample within the four (4) hour time period, the retained portion of the initial test shall be used for any additional confirming tests. Any additional confirmation testing shall only be conducted following a positive result from the initial test, and shall be performed at a second, separate State licensed clinical lab of the

City's choice. All additional confirmation testing shall be by GCMS or equivalent testing method.

For purposes of reasonable belief screening criteria under Section 11.1(b)(2), employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above. The following concentrations shall be applicable for determining whether samples are positive for the drugs or classes of drugs tested in the initial or additional confirmation process. A positive result shall be a concentration as set forth in NIDA (National Institute of Drug Abuse) five (5) panel screening standards.

c. Below are the substances tested for:

Drug	Initial Test Level	GC/MS Confirmation
		Test Level
Amphetamine	1000 ng/ml	500 ng/ml
<u>Barbiturates</u>	300 ng/ml	<u>150 ng/ml</u>
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	50 ng/ml	<u>15 ng/ml</u>
<u>Methadone</u>	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	<u>150 ng/ml</u>
Methylenedioxyamphetamine (MDA)	500 ng/ml	250 ng/ml
Analogues		
<u>Opiates</u>	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
<u>Propoxyphene</u>	300 ng/ml	150 ng/ml

e) The IAFF reserves the right to a "me too" agreement with the FOP should the FOP retain ten (10) panel screening standards.

d) c	Employees shall be notified of a positive test result within a reasonable time
	from the time a sample is submitted. Such notice may be served either verbally to the
	employee or by a representative of the Department delivering notice to the employee's
	last recorded residence shown on the Department's personnel roster. The Union shall
	be advised of positive or negative test results to the extent that the release of such
	information is consistent with Federal, State, or local laws regarding the privacy of test
	results, unless the employee does not want the results released to the Union.

e)d) Employees ordered back to duty for testing shall be compensated under Article 7, Section 7.7, Call-In Guarantee.

- f)e) Disputes regarding the consistent application of the reasonable belief criteria cited herein shall be handled under Section 11.3, Expedited Arbitration. Employees shall comply with the order to submit a sample and simultaneously file a protest with the communicator of the order.
- g)f) Employees who test positive for drug use and wish to attribute causation to a prescribed drug may present evidence to the City Manager's designee for Human Resources and the laboratory's Medical Review Officer. The decision of the Medical Review Officer will be conclusive.

h)g) Employees shall authorize release of drug/alcohol testing to the City.

Section 11.3. Expedited Arbitration.

- a) Following ratification of this Agreement and prior to October 1, 1998, the President of the Union and the City Manager's designee for Labor Relations shall select two (2) permanent Arbitrators certified by the American Arbitration Association (AAA) or other similar certifying agency, to hear employee drug grievances. The Arbitrators will alternate, hearing only grievances where the employee alleges a violation of Section 11.1(b), paragraphs 1 or 2, and limited to whether or not there was reasonable belief based on objective factors to require the grievant to submit to a controlled substance/blood alcohol test.
- b) Samples submitted under Reasonable Belief Screening criteria and grieved shall not be tested until the Arbitrator has ruled affirmatively that there was reasonable belief to test the employee.
- c) Any grievance must be in writing and submitted by fax or hard copy to the Division Chief or above on the same day as the test or no later than the next weekday following the test.
- d) Any costs associated with the Arbitrator's ruling shall be borne by the City if the Arbitrator rules there was not reasonable belief to test the employee, and the sample(s)

shall be properly discarded. Costs associated with the Arbitrator's ruling shall be borne by the Union if the Arbitrator rules that there was reasonable belief to test the employee, and the sample(s) shall be tested as outlined in this Article.

- e) An expedited hearing shall be held before the Arbitration using the American Arbitration Association rules of expedited arbitration and no post hearing briefs shall be filed. The drug grievance shall be submitted directly to arbitration and shall be heard at a mutually convenient time after the employee was required to submit to the controlled substance/blood alcohol test. The Arbitrator shall rule at the close of the hearing and an oral response from the Arbitrator shall be sufficient to settle the grievance.
- f) The Arbitrator shall serve from year to year and shall be appointed by letter, jointly signed by the Union President and the City Manager's designee for Labor Relations. Should the City and the Union choose to remove an Arbitrator, the Arbitrator shall be notified and the parties shall agree on a replacement. If they are unable to agree, each party shall put two (2) names into a hat and the name drawn shall be the replacement for one (1) year.

<u>Section 11.4. Rehabilitation.</u> In the event that the results of the urinalysis/blood alcohol test are positive, the following shall apply:

- a) At the discretion of the Fire Chief, the employee may be immediately relieved of duty however, he shall first be allowed to utilize all of his/her accrued annual and sick leave, if appropriate, and then shall be relieved without pay. The employee shall not be disciplined until a positive test result is communicated to the City. However, if the employee's conduct in connection with the alleged substance abuse amounts to conduct for which the City might otherwise discipline the employee, the City may take disciplinary action prior to knowing of a positive test result.
- b) The employee shall, at his/her own cost, within seventy-two (72) hours of a positive test notification (excluding weekends and holidays) enter into a substance abuse treatment program approved by the City and the Union and remain in the program until the employee has successfully completed the program, including any required aftercare. If the employee fails to enter, participate in, and/or successfully complete any part of the

rehabilitation program, including any aftercare, he shall be terminated from his/her employment with the City.

c) Employees cleared to return to work by the Substance Abuse Program Administrator shall be subject to random urinalysis/breathalyzer test(s) for a period of two (2) years. The City shall be limited to six (6) random urinalysis breathalyzer tests per twelve (12) month period, beginning from the date the employee is cleared to return to work. Each employee shall be entitled to one (1) chance for rehabilitation during their employment with the City. Employees who test positive a second time under the provisions outlined in Section 11.2 of this Article or this Section shall be terminated from employment with the City.

COMPENSATORY TIME

Effective	upon	ratification	of this	<u> Agreement</u>	by	the the	parties,	employees	shall	no	longer	earn
compens	atory	time.		-							=	

NO PYRAMIDING

Compensation shall not be paid more than once for the same hours, with the exception of the court time guarantee when the court time does not overlap entirely with the regular or overtime shift. It is understood that this no pyramiding rule is not applicable to assignment or certification payments.

SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section, or portion thereof.

ARTICLE 1315 WAIVER AND ENTIRE AGREEMENT

The Union acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its management's rights set forth in Article 5 of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc. The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Union concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

ARTICLE 44<u>16</u> TERM OF AGREEMENT

This Agreement shall be effective as of its ratification by both parties, and shall remain in force and effect until September 30, 20152018. It shall be automatically renewed from year to year thereafter, unless either party shall notifynotifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty sixty (3060) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, unless either party gives the other party at least ten (10) days written notice of its desire to terminate this Agreement, provided that such notice may not be given earlier than ten (10) days prior to the anniversary date.

EXECUTED by the parties hereto o	on this day	of	2013 2016.
INTERNATIONAL ASSOCIATION	CITY	OF MIAMI BEACH,	FLORIDA
OF FIRE FIGHTERS LOCAL 1510,			
AFL-CIO-CLC			
By:Adonis Garcia IAFF President	Ву:	Jimmy Morales City Manager	
	Ву:	Matti Herrera Bow Mayor	
Approved by Vote of the City Common theday of			
	Date _		
Rafael E. Granado			
City Clerk			

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1510

ELECTION OF REMEDY FORM

	Grievance No.
1	I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the IAFF. In making this election, I/we understand that selection of another forum, as defined by the IAFF Contract, shall bar any consideration of the Grievance under the IAFF grievance and arbitration Article.
2	I/We elect to utilize another forum, for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the IAFF grievance and arbitration Article.
Signar	
Subject of Gr	rievance/Appeal:

HEARING EXAMINER RULES

SECTION 1: REQUEST FOR HEARING: Any officer or employee may appeal from such disciplinary action within ten (1 0) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

SECTION 2: DISCIPLINARY HEARINGS:

(a) The City Manager's designee for Labor Relations no later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager's designee for Labor Relations at least ten (10) days prior to the date of said scheduled hearing of appeal.

- (b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.
- (c) The Appointing Officer or a representative designated by him/her shall have the right to be present at such hearing and to be represented by the City Attorney.

- The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice. Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.
- (e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record
- (f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.
- (g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.
- (h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross examine the witnesses of the other.
- (i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.
- (j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.
- (k) Within five [5) working days after the completion of the hearing, the

Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager's designee for Labor Relations shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

(I) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the employee's personnel file.

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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

To:

Mayor Philip Levine

Date: June 8, 2016

Members of the City Commission

From:

City Attorney

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO HONOR THE INTENT OF THE CONSTITUTIONAL AMENDMENT APPROVED BY FLORIDA VOTERS IN 2014 ("AMENDMENT 1"), AND APPROPRIATE FUNDING FOR THE ACQUISITION AND IMPROVEMENT

OF LAND FOR CONSERVATION PURPOSES.

Pursuant to the request of Commissioner Ricky Arriola, the attached Resolution is submitted for consideration by the Mayor and City Commission.

F:\ATTO\KALN\COMMISSION MEMOS\Reso Urging Fla Legislature to Honor Amendment 1.doc

RESOL	UTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO HONOR THE INTENT OF THE CONSTITUTIONAL AMENDMENT APPROVED BY FLORIDA VOTERS IN 2014 ("AMENDMENT 1"), AND APPROPRIATE FUNDING FOR THE ACQUISITION AND IMPROVEMENT OF LAND FOR CONSERVATION PURPOSES.

WHEREAS, the City of Miami Beach ("City") is comprised of a number of islands with approximately 70 miles of shoreline along numerous canals and waterways, the Atlantic Ocean, and Biscayne Bay Aquatic Preserve, all of which support a wide variety of flora and fauna; and

WHEREAS, Article II, Section 7 of the Florida Constitution states that "[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty"; and

WHEREAS, Florida is known for its beautiful rivers, lakes, streams, wetlands, forests, wildlife habitat, and beaches and shores, and these natural assets are central to our quality of life and economic vitality; and

WHEREAS, in 1963, the Florida Legislature created the Land Acquisition and Trust Fund, which was the first in a series of land acquisition programs for conservation and recreation purposes; and

WHEREAS, subsequently, the Florida Legislature created several mechanisms to protect state lands, including the Environmentally Endangered Lands program (protecting environmentally unique and irreplaceable lands), the Conservation and Recreation Lands Program, the Save Our Coast program (for the purchase of coastal lands), the Save Our Rivers program (funding the acquisition of more than 1.7 million acres of land), the Florida Communities Trust, and the Florida Forever program (Florida's premier land acquisition program, which has funded the purchase of more than 718,126 acres of land); and

WHEREAS, on November 4, 2014, almost 75% of Florida voters voted in favor of a constitutional amendment, known as Amendment 1, which (1) allocates at least thirty-three percent (33%) of net revenue from documentary stamp taxes to the State's Land Acquisition Trust Fund, and (2) dedicates funds in the Land Acquisition Trust Fund exclusively to "finance[ing] or refinanc[ing] . . . the acquisition and improvement of land, water areas, and related property interests, including conservation easements, and resources for conservation lands including wetlands, forests, and fish and wildlife habitat; wildlife management areas; lands that protect water resources and drinking water sources, including lands protecting the water quality and quantity of rivers, lakes, streams, springsheds, and lands providing recharge for groundwater and aquifer systems; lands in the Everglades Agricultural Area and the Everglades Protection Area; beaches and shores;

outdoor recreation lands, including recreational trails, parks, and urban open space; rural landscapes; working farms and ranches; historic or geologic sites; together with management, restoration of natural systems, and the enhancement of public access or recreational enjoyment of conservation lands"; and

WHEREAS, Amendment 1 mandates the dedication of hundreds of millions of dollars each year to programs funding the acquisition of land for conservation purposes; and

WHEREAS, the Mayor and City Commission strongly endorse Amendment 1 and its policy of conservation for the benefit of residents, wildlife, and natural resources throughout Florida; and

WHEREAS, Florida's ecosystems must be protected because of their great biodiversity; and

WHEREAS, several environmental groups have challenged the State Legislature's allocation of Amendment 1 funding to programs that do not directly fund land acquisition for conservation purposes; and

WHEREAS, in June 2015, the Florida Wildlife Federation, joined by other environmental groups, sued the Florida Legislature, alleging that the Legislature had misallocated \$237 million for administrative expenses, instead of land conservation, in violation of Amendment 1; and

WHEREAS, in November 2015, Florida Defenders of the Environment sued the Department of Environmental Protection, Department of Agriculture and Consumer Services, Florida Department of State, and the Fish and Wildlife Conservation Commission, to block these agencies from misspending funds in violation of Amendment 1; and

WHEREAS, on May 14, 2015, the South Florida Water Management District's ("the District") Governing Board held a discussion regarding its option to purchase 46,800 acres of farmland owned by U.S. Sugar at an estimated cost of \$500 to \$700 million, which purchase would require additional funding by the State Legislature; and

WHEREAS, the purchase of land, such as the U.S. Sugar property, for conservation purposes could have allowed the District to shift the flow of water southward, thereby replenishing the Everglades and contributing to South Florida's drinking water supply, as well as to build reservoirs and water pollution treatment areas to restore water flows between Lake Okeechobee and the Everglades; and

WHEREAS, by a unanimous vote, the Governing Board of the District terminated its option to purchase the land; and

WHEREAS, this example of land acquisition is what Florida voters intended to fund with the passage of Amendment 1; and

WHEREAS, the Mayor and City Commission strongly urge the State Legislature to respect the mandate of the overwhelming majority voters who approved Amendment 1 in 2014, and fund the acquisition of land for conservation purposes.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby urge the Florida Legislature to honor the intent of the constitutional amendment adopted by Florida voters in 2014 ("Amendment 1") and appropriate funding for the acquisition of lands for conservation purposes.

PASSED AND ADOPTED this	day of	, 2016 .
ATTEST:		
	Philip Levine Mayor	
Rafael E. Granado City Clerk		
(Sponsored by Commissioner Ricky Arriola)		

FORM & LANGUAGE & FOR EXECUTION

APPROVED AS TO

City Attorney

Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Finance And Citywide Projects Committee's Recommendation Of May 20, 2016, And Approving The Purchase Of Flood Insurance; All-Risk Property Insurance, Including Windstorm (With Additional Named Windstorm Limit Of \$5 Million); Boiler & Machinery Insurance For City Buildings And Contents (Including New Construction); And Fine Arts Insurance (Bass Museum And Other Locations), As Proposed By Arthur J. Gallagher Risk Management Services, Inc., The City's Broker Of Record; Said Property Insurance Program Covering The Period From June 1, 2016 Through May 31, 2017, For A Total Cost Not To Exceed \$1,824,891.

Key Intended Outcome Supported:

Ensure Expenditure Trends Are Sustainable Over the Long Term

Item Summary/Recommendation:

Property Insurance is necessary to protect the financial interest of the City. To qualify for FEMA assistance, the City is required to purchase a reasonable insurance program to protect its assets. The City's Broker of Record, Arthur J. Gallagher Risk Management Services, Inc., marketed the City's portfolio of property in the marketplace and obtained various options to renew the program with favorable terms and conditions, within the FY15/16 budgeted amount.

Based on the response that the City has received from the State of Florida, and in recognition of the recommendation made by the Finance Committee on May, 20, 2016, the Administration recommends that the Mayor and Commission authorize an increase in the Named Windstorm insurance limit of \$5 million to obtain a total of \$25 million in Named Windstorm coverage at an estimated additional premium of \$225,000, which is included in the FY2015/16 budget. It is also recommended that the Mayor and Commissioners approve the purchase of All Risk Property Insurance (including windstorm), Boiler & Machinery Insurance, and Fine-Arts Insurance (Bass Museum and Art in Public Places), through the City's Broker of Record, Arthur J. Gallagher Risk Management Services, Inc., with a "not to exceed" amount of \$1,824,891.

Advisory Board Recommendation:

N/A

Financial Information:

Source of		Amount	Account
Funds:	1	\$2,556,425	540-1792-000378 Risk Management Fund
WW	2	\$53,000	540-1792-000390 Risk Management Fund
1 0 .4	3	\$362,821	480-0463-000343 Parking Department
	Total	\$2,972,246	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sonia Bridges, Division Director, Risk & Benefits

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Assistant City Manager	City Manager	
MT	JLM	
_		

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

Mayor Philip Levine and Members of the City dommission TO:

FROM: Jimmy L. Morales, City Manager

June 8, 2016 DATE:

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF

MIAMI BEACH, FLORIDA, ACCEPTING THE FINANCE AND CITYWIDE PROJECTS COMMITTEE'S RECOMMENDATION OF MAY 20, 2016, AND APPROVING THE PURCHASE OF FLOOD INSURANCE; PROPERTY INSURANCE, INCLUDING WINDSTORM (WITH ADDITIONAL NAMED WINDSTORM LIMIT OF \$5 MILLION); BOILER & MACHINERY INSURANCE FOR CITY BUILDINGS AND CONTENTS (INCLUDING NEW CONSTRUCTION); AND FINE ARTS INSURANCE (BASS MUSEUM AND OTHER LOCATIONS), AS PROPOSED BY ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., THE CITY'S BROKER OF RECORD; SAID PROPERTY INSURANCE PROGRAM COVERING THE PERIOD FROM JUNE 1. 2016 THROUGH MAY 31, 2017, FOR A TOTAL COST NOT TO EXCEED

\$1,824,891.

ADMINISTRATION RECOMMENDATION

Adopt the resolution

FUNDING

The annual cost associated with the property insurance program, including windstorm, boiler & machinery, and fine arts insurance, is subject to the allocation of funds in the City's Fiscal Year 2016/17 operating budget.

BACKGROUND

The Florida property insurance market continues to remain soft, with significant capacity creating competition among carriers to provide insurance for catastrophic exposed property. During this soft market, the City has been updating its property insurance program to better reflect our risk, as well as to comply with State of Florida suggestions for preserving our eligibility for Federal Emergency Management Agency (FEMA) relief under the Stafford Act, in the event of a hurricane.

The City of Miami Beach requests from the Florida Division of Emergency Management (DEM), on an annual basis, a determination of the reasonableness of the City's property insurance program. This is done to preserve the City's ability to obtain funding from the FEMA in the event of a hurricane that is declared to be a federal disaster. In 2014, DEM provided a determination that the City's program was reasonable. However, they also suggested that the FCWPC Memorandum Named Windstorm Insurance Limit Page 2 of 5 May 20th, 2016

City "continue to look into higher Named Windstorm limits for the coming policy year." Based on the State's recommendation to increase the City's Named Windstorm coverage, the

Administration recommended at the June 20, 2014, Finance and Citywide Projects Committee ("FCWPC") meeting to increase coverage by \$5 million per year to a total of \$25 million over the next 3 years, assuming the limits continue to be available and reasonable (Attachment 1).

The City purchased \$5 million in additional Named Windstorm limits for the 2014-15 policy year. At the April 8th, 2015 FCWPC meeting, a recommendation was made and the City purchased an additional \$5 million in windstorm limits, bringing the total Named Windstorm limit to \$20 million.(Attachment 2).

In June of 2015, FEMA issued a revised guideline for public assistance which has significantly changed the process for obtaining waivers for facilities that have insurance obligations. The new process requires that FEMA issue any waivers of insurance commitments, but requires a certification from the Insurance Commissioner's office that the insurance coverage obtained is "reasonable". The Florida Insurance Commissioner's office has not issued any determinations of "reasonableness" for programs submitted to them in 2015. Our broker, Arthur J. Gallagher (AJG), is working with the Insurance Commissioner's office as to the need for these waivers, and to help establish a uniform process for submitting programs to DEM and FEMA for the final waiver of the insurance commitments.

For the June 1, 2016 - May 31, 2017 Policy Period:

During this policy year the total insured values (TIV) was reduced from \$941,506,866 to \$601,290,280, due to the removal of the Miami Beach Convention Center (MBCC), which is being insured under a separate property program while under renovations (December 2015 – August 2018). The MBCC is the City's largest single structure, valued at approximately \$335 million. The RMS (a trademark of Risk Management Solutions) modeling represents one of the current best practices in prediction of windstorm losses and is vital to appropriate pricing of property insurance in Florida. Because of the reduction in TIV, the City's probable maximum loss (PML) also reduced from \$325 million to \$153 million. While this is a significant reduction, the PML remains well above the \$25 million Named Windstorm limit that the City is seeking to purchase with the Commission approval. (See PML chart below.)

Critical	Return	RMS 2015 with Convention Center		RMS without Conve	
Prob.	Period	Ground Up	Gross Loss	Ground Up	Gross Loss
0.10%	1,000	\$550,376,047	\$501,924,955	\$289,692,124	\$259,350,260
0.20%	500	\$431.380.639	\$389,191,566	\$215,396,015	\$189,655,482
0.40%	250	\$324,835,905	\$287,364,376	\$152,918,674	\$131,574,048
1.00%	100	\$202,092,563	\$171,488,067	\$89,183,264	\$74,024,788
2.00%	50	\$123,013,029	\$95,986,050	\$53,085,488	\$40,877,639
5.00%	20	\$40,840,880	\$17,317,178	\$18,380,240	\$9,396,981
	AAL	\$8,511,043	\$6,061,424	\$3,975,527	\$2,837,835

Renewal Efforts by AJG for 2016/17 Policy Period:

Beginning in March 2016, AJG approached the property & casualty market (more than thirty-four carriers) in an effort to obtain comprehensive and cost effective quotes for the City's property insurance program renewal. AJG received multiple quotes and presented the best offers to the City for review and recommendation.

At the May 20, 2016 FCWPC meeting, there was a discussion regarding the quotes for the June 1st renewal, including an option to increase the Named Windstorm coverage by \$5 million, and temporarily reducing the All Other Perils limit from \$350 million to \$100 million, while the Convention Center is under construction and currently not a part of the property insurance program.

The options submitted to the City and provided to the FCWPC members are as follows:

	2015 - 2016	2016 - 2017		
	Expiring	Renewal Option I	Renewal Option II	
	\$350M AOP \$20M Named Storm	\$100M AOP \$20M Named Storm	\$100M AOP \$25M Named Storm	
Property	\$2,150,500	\$1,600,000	\$1,825,000	
Boiler and Machinery	\$17,732	\$12,345	\$12,345	
Fine Arts	\$39,812	\$37,256	\$37,256	
Total Before Fees	\$2,208,044	\$1,649,601	\$1,874,601	
Citizens Assessment (1.0%)	\$21,505	\$0	\$0	
EMPA Surcharge	\$12	\$20	\$20	
Total Program Costs	\$2,229,561	\$1,649,621	\$1,874,621	

The FWCPC accepted the recommendation to bind coverage for Option II for the June 1st renewal, at a not-to-exceed amount of \$1,874,621. On May 31, 2016, the City bound coverage for the property insurance program (pending approval of the \$5 million additional Named Windstorm limit) with the following confirmations:

Carrier:	Lexington 75%; Starr Specialty Lines 25%
Total Insured Value:	\$601,153,520
Loss Limits:	Named Windstorm - \$20,000,000
	All Other Perils - \$150,000,000
	Business Income/Rents - \$17,452,230
Deductibles:	Named Windstorm – 7.5% subject to a
	minimum of \$1,000,000
	All Other Perils - \$100,000

Valuation:	Real and Personal Property - Replacement
	Cost
	Business Income/Rents – Actual Loss
	Sustained
Primary Property Insurance w/Named	\$1,162,504
Windstorm Premium (75%):	
Primary Property Insurance w/Named	\$387,516
Windstorm Premium (25%):	
Boiler & Machinery:	\$12,345
Fine Arts:	\$37,526
Total Program Cost (without additional \$5	\$1,599,891
Million Named Windstorm:	
Additional \$5 Million Named Windstorm	\$225,000
Limit:	
Total Program Cost with \$25 Million Named	\$1,824,891
Windstorm Limit:	

Flood Insurance:

The City maintains individual flood insurance policies through the National Flood Insurance Program (NFIP) on most of its eligible properties. Flood coverage is excluded from the property insurance program, and the FEMA will not provide flood assistance for a loss in the amount that could have been purchased from the NFIP. The flood insurance market is yielding a rate increase of approximately 10%. The NFIP policies are subject to a \$10,000 or \$25,000 deductible. We will consider selecting higher deductibles, up to \$50,000 on each of the flood policies in order to obtain lower flood premiums.

Boiler and Machinery (B&M):

In addition to the property insurance policy, the City purchases coverage for boilers and other pressure vessels, fired and unfired, as well as machinery or electrical apparatus. The City's B&M coverage has historically been provided by Zurich; however, Zurich has announced that they are exiting the market for this line of coverage. The City received a favorable quote from Travelers, with a 3% reduction in premium and coverage was bound as follows:

Limit: \$250 Million, with various sub-limits

Deductible: \$10,000

Fine Arts:

This policy provides coverage for art that is displayed in various locations throughout the City. Historically, Underwriters at Lloyds has provided favorable flat rates, with "no-claims" bonuses over the past several years. Again, a favorable rate was obtained from Lloyds for this renewal period, with a 6% reduction in premium.

Insurable Value: \$28,866,637 Deductible: \$5,000

Other Coverage Considerations for the 2016/17 Policy Period:

Crime Insurance:

FCWPC Memorandum Named Windstorm Insurance Limit Page 5 of 5 May 20th, 2016

Currently, the City has coverage solely for employees in the finance department at City Hall. Risk Management has evaluated the program and determined that coverage should be extended to better reflect the City's true exposure. The City has submitted an application to expand the Crime coverage to include coverage to all City employees at all City locations.

Cyber Liability:

Due to the proliferation of cyber-attacks, and data breaches experienced by entities across the country, many governmental entities are concerned with this risk. Cyber Risk insurance can provide a suite of services to help the City mitigate this risk, respond appropriately, and defend itself in the event of a lawsuit. The City is completing the application.

The City will continue to explore coverage for Crime and Cyber and was directed to report back to the FCWPC when pricing was made available.

Recommendations:

Based on the response that the City has received from the State of Florida, and in recognition of the recommendation made by the FCWPC at the May 20, 2016 meeting, to continue purchasing additional Named Windstorm limits (if available and within budget), the Administration is recommending that coverage is bound as described above, including the increase to the Named Windstorm limit of \$5 million, bringing the total Named Windstorm limit to \$25 million. The renewal premium for property, boiler and machinery, and fine arts coverage is \$1,824,891. The City will continue to explore the other coverage options, Cyber Risk, Crime expansion and report back to the FCWPC when pricing is available.

Attachments
JLM/MT/SC-T

RESOL	UTION NO)_
IVECOF	.011011110	7.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF BEACH, FLORIDA, ACCEPTING THE FINANCE AND CITYWIDE PROJECTS COMMITTEE'S RECOMMENDATION OF MAY 20, 2016, AND APPROVING THE PURCHASE OF FLOOD INSURANCE; ALL-RISK PROPERTY INSURANCE. INCLUDING **WINDSTORM** (WITH ADDITIONAL WINDSTORM LIMIT OF \$5 MILLION); BOILER & MACHINERY INSURANCE FOR CITY BUILDINGS AND CONTENTS (INCLUDING NEW CONSTRUCTION); AND FINE ARTS INSURANCE (BASS MUSEUM AND OTHER LOCATIONS), AS PROPOSED BY ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., THE CITY'S BROKER OF RECORD; SAID PROPERTY INSURANCE PROGRAM COVERING THE PERIOD FROM JUNE 1, 2016 THROUGH MAY 31, 2017, FOR A TOTAL COST NOT TO EXCEED \$1,824,891.

WHEREAS, as proposed by Arthur J. Gallagher Risk Management Services, Inc., the City's Broker of record, the Administration has recommended the purchase of Flood Insurance with the National Flood Insurance Program; All-Risk Property Insurance (including Windstorm) with Lexington and Starr Specialty Lines; Boiler & Machinery Insurance with Travelers, and Fine Arts Insurance with Lloyds of London (the "Property Insurance Program"); and

WHEREAS, on May 20, 2016 the Finance and Citywide Projects Committee accepted the Administration's recommendation to bind the Property Insurance Program, covering the period from June 1, 2016 through May 31, 2017, at a not to exceed amount of \$1,874,621; and

WHEREAS, on May 31, 2016, the Administration bound coverage for the Property Insurance Program (pending approval of the \$5 million additional Named Windstorm limit) with the following confirmations:

Carrier:	Lexington 75%; Starr Specialty Lines 25%
Total Insured Value:	\$601,153,520
Loss Limits:	Named Windstorm - \$20,000,000
	All Other Perils - \$150,000,000
	Business Income/Rents - \$17,452,230
Deductibles:	Named Windstorm – 7.5% subject to a
	minimum of \$1,000,000
	All Other Perils - \$100,000
Valuation:	Real and Personal Property - Replacement
	Cost
	Business Income/Rents – Actual Loss
	Sustained
Primary Property Insurance w/Named	\$1,162,504
Windstorm Premium (75%):	
Primary Property Insurance w/Named	\$387,516
Windstorm Premium (25%):	
Boiler & Machinery:	\$12,345
Fine Arts:	\$37,526
Total Cost (without the Additional \$5 Million	\$1,599,891

Named Windstorm Limit):	
Additional \$5 Million Named Windstorm	\$225,000
Limit:	
Total Program Cost with \$25 Million Named	\$1,824,891
Windstorm Limit:	

WHEREAS, the Administration recommends that the Named Windstorm insurance limit be increased by \$5 million to obtain a total of \$25 million in Named Windstorm coverage; and

WHEREAS, funding for the Property Insurance Program, including the additional \$5 million Named Windstorm insurance coverage, is available from the Risk Management budgets 540-1792-000378, 540-1792-000390, and Parking Department budget 480-0463-000343; and

WHEREAS, the Administration recommends the approval of the purchase of the Property Insurance Program, including the additional \$5 million Named Windstorm insurance coverage, from Arthur J. Gallagher Risk Management Services, Inc., the City's broker of record, for a total cost not to exceed \$1,824,891, from existing budgeted funds.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the Finance And Citywide Projects Committee's recommendation of May 20, 2016, and approve the purchase of Flood Insurance; All-Risk Property Insurance, including Windstorm (with additional Named Windstorm limit of \$5 million); Boiler & Machinery Insurance for City buildings and contents (Including new construction); and Fine Arts Insurance (Bass Museum and other locations), as proposed by Arthur J. Gallagher Risk Management Services, Inc., the City's broker of record; said Property Insurance Program covering the period from June 1, 2016 through May 31, 2017, for a total cost not to exceed \$1,824,891.

PASSED AND ADOPTED this	_ day of2016.
ATTEST:	
RAFAEL E. GRANADO, CITY CLERK	PHILIP LEVINE, MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

Date

MAMABEACH

City of Miam! Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Finance and City Wide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: June 20, 2014

SUBJECT: Proposed Action Plan for Named Windstorm Insurance Limits

Background

The City's property schedule (\$853 million) represents a 100% coastal exposure with no inland spread of risk. The fact that the City of Miami Beach sits on a barrier island and is concentrated within a seven square mile area means the City will be significantly impacted if a hurricane hits in this area. This creates a challenge for the City in purchasing windstorm coverage, and for insurers who need to manage their aggregates in windstorm-prone areas

The City of Miami Beach purchases Named Windstorm coverage to help recover from a tropical storm or hurricane related damages. The amount has been partially based on the cost of coverage (which fluctuates in hard and soft markets) and budgetary limitations. In the past ten years, the amount of Named Windstorm coverage purchased has ranged from \$10 to \$25 million, in excess of applicable deductibles. Since 2009, the limit has remained at \$10 million, approximately 1.17% of the total insurable value (TIV). This compares to 41% of the TIV for all other perils (AOP).

Named Windstorm limits purchased from 2004 to 2014:

2004 to 2005 - \$25 million

2006 to 2007 - \$10 million

2008 to 2009 - \$20 million

2009 to 2014 - \$10 million

In the 2008/09 policy year, the City took advantage of a soft insurance market and increased the Named Windstorm limit from \$10 to \$20 million. However, prior to the June 2009 renewal, the property insurance market hardened as a result of industry-wide underwriting losses in 2008, and the weak investment climate. As a result, the estimated premium to maintain the same level of coverage, with a slight increase in the deductible, was \$1,843,304. It was then decided to lower the Named Windstorm limit to \$10 million and increase the deductible in order to renew coverage within the allocated budgetary resources. The renewal premium for this lower level of coverage was \$1,460,346.

On the 13th of May, 2009, the City Commission passed Resolution 2009-27077 (Attachment 1) authorizing the Administration to renew the insurance program for up to four additional one-year terms, provided premiums did not exceed budgeted funds. Subsequently, the City has maintained the \$10 million policy limit.

FCWPC Memorandum Proposed Action Plan for Named Windstorm Insurance Limits Page 2 of 3 June 20, 2014

Analysis

In the event a named tropical storm or hurricane causes severe damage to the City's property, we will need an immediate infusion of funds in order to recover and begin the rebuilding process as quickly as possible. The Federal Emergency Management Agency (FEMA), and possibly the State of Florida, typically provides disaster assistance to the City. However, to comply with FEMA's eligibility requirements under the Stafford Act, the City is required to purchase Named Windstorm coverage that is reasonably available.

In the past ten years, the City has received approximately \$7.5 million in disaster relief from FEMA. An estimated \$3.75 million of this represents recovery for damage to physical locations, and therefore is the amount that the City is committed to insure under the Stafford Act. This is important to keep in mind when considering a limit of insurance for windstorm.

Another requirement to receive FEMA funding is to present your property insurance program every year to the State of Florida, Office of Insurance Regulation, to obtain a *reasonableness" letter. The City received this letter for the 2013/14 policy year (Attachment 2). At the same time and under separate cover, the State advised the City to purchase additional windstorm limits for the 2014/15 policy year (Attachment 3). While the State did not recommend a specific amount, Human Resources Risk Management staff, along with the City's Broker of Record, is recommending increasing the coverage level in \$5 million increments at each renewal period, as long as the limits are available and market conditions are reasonable.

Companison to governmental entities, provided by the City's property insurance consultant.

TIV Windstorm Limit	South Florida Coastal School (A) \$315,379,995 \$2,500,000 (0.8%)	South Florida Coastal County (B) \$12,224,099,312 \$135,000,000 (1.10%)	South Florida Coastal School (C) \$6,072,133,359 \$110,000,000 (1.81%)
TIV Windstorm Limit	South Florida Coastal School (D) \$7,933,590,322 \$250,000,000 (3.15%)	South Florida Coastal County (E) \$2,049,228,338 \$80,000,000 (3.9%)	South Florida Coastal County (F) \$4,585,040,898 \$275,000,000 (6%)
TIV Windstorm Limit	South Florida Coastal City (G) \$500,000,000 \$35,000,000 (7%)		

Additional comparison to governmental entities, provided by the Risk Management Division:

	Fort Lauderdale	Pompano Beach	<u>Hialeah</u>
Property TIV	\$248,296,333	\$67,509,324	\$250,000,000
AOP Limit	\$50 million (20.1%)	\$20 million (29.6%)	\$25 million (10%)
Windstorm Limit	\$50 million (20.1%)	\$10 million (14.8%)	\$25 million (10%)
	Coral Gables	Riviera Beach	
Property TIV	\$209,201,816	\$76,298,021	
AOP Limit	\$209,201,816 (100%)	\$30 million (39.3%)	
Windstorm Limit	\$25 million (12%)	\$30 million (39.3%)	

FCWPC Memorandum Proposed Action Plan for Named Windstorm Insurance Limits Page 3 of 3 June 20, 2014

Notes

- 1) The percentages above represent coverage limits compared to the total insurable value.
- 2) Property TIV for Fort Lauderdale and Pompano Beach does not include utility properties.

Recommendation

It is therefore recommended that based on the State's recommendation to increase coverage, and the increasing value of our properties, should the aforementioned criteria be met, and in keeping with the authorization granted by Resolution 2014 – 28612 (Attachment 4), adopted by the City Commission May 28, 2014, the City should budget each year for \$5 million in additional coverage until the \$35 million target is reached or the state determines that the amount of coverage is reasonable. For the 2014/15 policy year, the City has received a non-bindable annual premium indication of \$335,000 (including State of Florida surcharges) to purchase an additional \$5 million of Named Windstorm coverage.

Attachments

JLM/KGE/SC-T/SB

F-WHUMA/SainSYLV/AVFCWPC/Named Windstorm Increases FINAL 2.doc

RESOLUTION NO. 2009-27077

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE PURCHASE OF FLOOD INSURANCE, ALL RISK PROPERTY INSURANCE (INCLUDING WINDSTORM), AND BOILER/MACHINERY INSURANCE FOR CITY BUILDINGS AND CONTENTS (INCLUDING NEW CONSTRUCTION), AND FINE ARTS INSURANCE (BASS MUSEUM), AS PROPOSED BY ARTHUR J. GALLAGHER RISK MANGEMENT SERVICES, INC., THE CITY'S BROKER OF RECORD.

WHEREAS, as proposed by Arthur J. Gallagher Risk Management Services, inc., the City's broker of record, the Administration has recommended the purchase of Flood Insurance with the National Flood Insurance Program; All Risk property Insurance (Including Windstorm) with Lexington Insurance Company as the primary layer and Boiler/Machinery Insurance with Zurich-America and Fine Arts Insurance with Lloyds of London; and

WHEREAS, funding is available from the FY 2008-09 Risk Management Claims Account Numbers 540.1792.000378 and 540.1792.000390 (\$1,816,000 for All Risk/Wind and Flood, \$53,000 for the Fine Arts) and FY 2009-10 Proposed Budget Risk Management Claims Account No. 540.1792.000378 for Flood (\$81,000); and

WHEREAS, the City Commission authorizes the Administration to purchase the aforestated insurances, as proposed by Arthur J Gallagher and Co., if within budgeted funds; and

WHEREAS, the City Commission authorizes the Administration, to renew the proposed policies for up to four (4) additional one year terms, provided the premium amounts do not exceed budgeted funds.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the purchase of Flood Insurance, All Risk Property Insurance (including Windstorm), and Boiler/Machinery Insurance for all City-owned buildings and contents (including new construction), and Fine Arts Insurance (Bass Museum), as proposed by Arthur J. Gallagher & Co., the City's broker of record.

PASSED AND ADOPTED this 13th day of May, 2009.

Mayor Matti Herrera Bower

APPROVED AS TO

FORM&LANGUAGE

City Clerk Robert Parcher

ATTEST



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT Governor

BRYAN W. KOON Director

March 14, 2014

Ms. Sonia Bridges, Risk Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

Re:

City of Miami Beach (2013-2014)

Insurance Reasonableness Determination Requested

Dear Ms. Bridges:

Please find attached the determination of the State Insurance Commissioner regarding the "reasonableness" of the insurance coverage procured by the City of Miami Beach. Based upon the information reviewed by the Office of Insurance Regulation, the State Insurance Commissioner has determined that the City of Miami Beach has been successful in procuring insurance that appears to be "reasonable."

Please understand that this determination applies only for the levels of coverage. terms and coverage periods that were presented for review; should material terms of the insurance package change, the applicant will need to resubmit for a new reasonableness determination.

If you have any questions or require additional information, please contact Steven Hyatt, State Public Assistance Officer, via email at Steven Hyatt@em.myflorida.com or by phone at (850) 487-1660.

Sincerely,

State Public Assistance Officer

SH/bh

Attachments:

Determination of the State Insurance Commissioner



OFFICE OF INSURANCE REGULATION

PONONCIAL SERVICES COMMUNICON

RICK SCOTT

JEFF ATWATER CHEF FINANCIAL OFFICER

PAN BONDI ATTORNEY GENERAL

ADAM PUTNAM COMMISSIONER OF AGRICULTURE

REVIN M. MCCARTY CONCESSIONER

March 7, 2014

Larissa Pallo
State Public Assistance Officer
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Dear Ms. Pallo:

This letter is in response to David Merrill's letter dated July 19, 2013, in which it was requested that the Office of Insurance Regulation (Office) certify the "reasonableness" of the insurance coverage for the City of Miami Beach. Based on the information provided, it appears that the City of Miami Beach has been successful in procuring insurance that appears to be "reasonable." The City of Miami Beach may have already received an email correspondence with recommendations for the coming policy year. Due to changes in the marketplace, additional comments regarding their program may be provided.

The Office understands that the reason the program has been submitted is to meet the requirements of the Federal Stafford Act, which appears to require the approval of a regulatory authority. Although some of the products at Issue may not be subject to Chapter 627 of the Florida Insurance Code, the program that has been selected appears to be "reasonable" and competitive given the state of the Florida insurance market in 2013.

If the Office can be of further assistance, please do not hesitate to contact us.

Sincerely

Kevin M. McCarfy

2014 HAR 21 PM 2:50

KEYDI M, MCCARTY + COMMESSIONIDA 200 EAST GARMES STREET + TALLAMASSEE, FLORIDA 32399-0305 + (850) 4)3-3914 + PAX (850) 481-3334 WEISTE WWW.JLOBLCOM + EMAIL: REVOLMOCARTY@PLOBLCOM

Affirmative Action / Equal Opportunity Employer

RESOLUTION NO.

2014-28612

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE PURCHASE OF FLOOD INSURANCE, ALL-RISK PROPERTY INSURANCE (INCLUDING WINDSTORM), BOILER & MACHINERY INSURANCE FOR CITY BUILDINGS AND CONTENTS (INCLUDING NEW CONSTRUCTION), AND FINE ARTS INSURANCE (BASS MUSEUM AND ART IN PUBLIC PLACES), AS PROPOSED BY ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., THE CITY'S BROKER OF RECORD.

WHEREAS, as proposed by Arthur J. Gallagher Risk Management Services, Inc., the City's broker of record, the Administration has recommended the purchase of Flood Insurance with the National Flood Insurance Program; All-Risk Property Insurance (including Windstorm) with Lexington Insurance Company, Boiler & Machinery Insurance with Zurich-American, and Fine Arts Insurance with Lloyds of London; and

WHEREAS, funding is available from the Risk Management budgets 540-1792-000378 (\$1,975,000) and 540-1792-000390 (\$53,000); and

WHEREAS, the City Commission authorizes the Administration to purchase the aforestated insurances, as proposed by Arthur J. Gallagher Risk Management Services, Inc., if within budgeted funds; and

WHEREAS, the City Commission authorizes the Administration to renew the proposed policies for up to four (4) additional one-year terms, provided the premium amounts do not exceed budgeted funds.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the purchase of Flood Insurance, All-Risk Property Insurance (including Windstorm), Boller & Machinery Insurance for all City-owned buildings and contents (including new construction), and Fine Arts Insurance (Bass Museum and Art in Public Places), as proposed by Arthur J. Gallagher Risk Management Services, Inc., the City's broker of record.

PASSED AND ADOPTED this 28 day of May 2014.

ATTEST

Rafalet Granado, City Clerk

* INCOR! DRATED *

T:\AGENDA\2014\May\RESO Property fishirance Purchase Julie 1-2014 docx

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Pull City Attorney And Date

ATTACHMENT 2



City of Miami Beach, 1700 Convention Center Drive. Miami Beach, FL 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO

Finance and City Wide Projects Committee

FROM:

Jimmy L. Morales, City Manager

DATE

April 8, 2015

SUBJECT:

Discussion Regarding A Resolution Approving The Purchase Of Flood Insurance, All-Risk Property Insurance, Including Windstorm, Boiler & Machinery Insurance For City Buildings And Contents (Including New Construction); And Fine Arts Insurance (Bass Museum), As Proposed By Arthur J. Gallagher Risk Management

Services, Inc., The City's Broker Of Record

Background

Over the last two years, the City has been updating its property insurance program to better reflect our risk, as well as to comply with State of Florida suggestions for preserving our eligibility for FEMA relief under the Stafford Act, in the event of a hurricane. This includes adding properties that were previously self-insured, as well as increasing insurance limits where it is reasonable, and within the City's budget.

In order to receive FEMA funding, the City is required to present its property insurance program every year to the State of Florida, Office of Insurance Regulation (via the FL Division of Emergency Management), to obtain a "reasonableness" letter. The City received this letter for the June 2013 policy year. At the same time and under separate cover, the State advised the City to consider purchasing additional windstorm limits for the June 2014 policy year), although the State did not recommend a specific amount.

As to the actual amount of insurance coverage the City should carry, the prudent recommendation is that the City continue with its risk management strategy which consists of preserving its ability to obtain relief from the FEMA, under the Stafford Act, and possibly from the State of Florida, in the event of a Federally-declared disaster, and purchasing Named Windstorm insurance coverage. This recommendation translates into determining how much money the City needs to be able to access immediately, in addition to the working capital in place, to respond and recover from a tropical storm or hurricane. The Risk Management Division will work with the Emergency Management Department to determine appropriate levels of funds needed for immediate reconstruction of facilities critical to continuity of operations, in addition to working capital needed to respond and recover from a tropical storm or hurricane.

Based on the State's recommendation to increase the City's Named Windstorm coverage, the Administration recommended at the June 20, 2014. Finance and Citywide Projects Committee (FCWPC) meeting to increase coverage by \$5 million to \$25 million over the next 2-3 years, assuming the limits continue to be available and reasonable. (See Attachment 1 – FCWPC Memo – June 20, 2014) The FCWPC Committee recommended the first increase of \$5 million up to \$15 million for the June 2014 – May 2015 policy year, looking to reach the target of \$25 million. At the August 13, 2014, budget briefing, the FCWPC recommended holding off on

FCWPC Memorandum Named Windstorm Insurance Limit Page 2 of 4 April 8, 2015

additional increases pending the state department's response to the increase to \$15 million coverage in 2014 and to instead include the additional premium in the Risk Management Fund - Contingency. (See Attachment 2 – FCWPC Memo – August 13, 2014).

For the June 1, 2015 - May 31, 2016 policy year:

The State has once again recommended that the City consider purchase additional windstorm limits (Attachments 3 & 4). We are recommending the purchase of the additional \$5 million of named windstorm coverage (for a total of \$20,000,000 windstorm limit) for the June 2015 - 2016 policy year, which is additional premium estimated at \$368,000.

Additional Changes to the Property Program since August 13, 2014 FCWPC Meeting

In 2014, prior to the City's parking garages being appraised, the City added these locations to its statement of values, using estimated values. Coverage for these garages was accepted by the City's primary insurer, however, this was subject to our providing the square footage of each garages as soon as it was known. As we have now had the garages appraised, we know the square footage, as well as the insurable values, and we have reported this information to our insurers.

During the June 2014-15 policy period, the following property insurance changes have occurred:

- \$13,748,844 in values was added mid-term due to the acquisition of several residential properties. These values were accepted by the insurance companies at no additional cost to the City.
- The City is adding \$2,800,000 in values for Fire Station #2 Administration Building. This
 building was formerly vacant, but is now in use and must be insured. The value we are
 using is preliminary, as this building is scheduled to be appraised later this year. The
 addition of this building was expected to generate an additional premium of
 approximately \$1,500; however this amount is being waived (see below).
- As indicated above, the City will now be reporting the square footage and appraised values for the parking garages. This has added an additional \$50,022,123 in insured values, and this was expected to generate an additional premium of approximately \$98,500 on the primary property program, however this amount is being waived (see below)

Due to the City's long term relationship with our insurer, and through the work of our broker, we are happy to report that our primary insurer has agreed to waive this \$100,000 in premium. Instead, we are requesting approximately \$10,000 to cover the cost of the City's excess property and Boiler & Machinery Insurance.

Additional funding of approximately \$10,000 may become due for the June 2014-15 policy period to cover premium to the Boiler & Machinery carriers, and the Excess Property carriers. Part of this premium is generated from the Parking Department.

These changes are expected to generate a total cost (premium and surcharges) not to exceed \$2,370,000 (approximately \$488,000 of this amount is allocable to the parking department garages). The total amount needed for 2015 is estimated not to exceed: \$2,798,000 (includes Boiler & Machinery, NFIP Flood, and Fine Arts insurance).

	Property Insurance (including Flood, Boiler & Machinery, and Fine Arts)				Arts)
	Policy Year 6/1/2013 to 6/1/2014	Policy Year 6/1/2014 to 6/1/2015	Interim 6/1/2014 to 6/1/2015	Projected 6/1/2015 to 6/1/2016	Comments
Total Insured Value (TIV)	\$685,247,222	\$853,146,331	Additional \$66,570,967	\$936,855,291	Increase in values due to recent property appraisal valuation, and newly acquired properties
Windstorm Limit	\$ 10,000,000	\$ 15,000,000	\$15,000,000 unchanged	\$ 20,000,000	State recommended the City to purchase additional windstorm coverage
All Other Perils Limit (AOP)	\$200,000,000	\$350,000,000	\$350,000,000 unchanged	\$350,000,000 unchanged	No expected change to the AOP limit
Property Ins. Premium	\$ 1,472,609	\$ 1,919,389	\$10,000	\$2,002,000	Increase in premium due to recent property appraisal valuation, and newly acquired properties
Additional \$5MM Windstorm Premium	N/A	\$ 332,483	N/A	\$ 368,000	Premium for \$5 Million Windstorm Limit increase
Flood Policles - Premium	\$ 314,742	\$ 360,000	n/a	\$ 378,000	Anticipated 5% rate increase from the NFIP, and additional policies for newly acquired properties
Fine Arts Policy Premium	\$ 44,005	\$ 42,374	N/A	\$ 50,000	Anticipate no change in values, and flat rate renewal
Total Premium	\$1,837,351	\$2,321,763	\$10,000	\$2,798,000	Premium includes Property, Boiler & Machinery, NFIP Flood & Fine Arts.

FCWPC Memorandum Named Windstorm Insurance Limit Page 4 of 4 April 8, 2015

	Policy Year 6/1/2013 to 6/1/2014	Policy Year 6/1/2014 to 6/1/2015	Interim 6/1/2014 to 6/1/2015	Projected 6/1/2015 to 6/1/2016	Comments
					*The Parking Dept. has \$310,000 budgeted for
Risk Mgmt.					FY2014/15; a budget transfer will be
Parking Dept.					requested to cover the \$488,000
Budget FY2014/15				\$2,620,000*	projected garage premium

Note: The above cost projections are not confirmed by any insurers, and are for discussion purposes only. Our broker is in the process of marketing our insurance, and will have more concrete figures as we approach our renewal date of June 1, 2015.

The other property coverage that will renew June 1st is the Fine Arts coverage. The City has historically insured art that is displayed in various locations throughout the City. Underwriters at Lloyd's continue to offer a very favorable program at a flat rate renewal, approximately \$50,000. Additionally, the City has earned no-claims bonuses over the past several years.

Recommendation

Based on the response that the City has received from the State of Florida, and in recognition of the recommendation made by the Finance Committee in August 2014, the Administration is recommending an increase in the named windstorm insurance limit of \$5 million to obtain a total of \$20 million in named windstorm coverage at an estimated additional premium of \$368,000, which is included in the FY2014/15 budget.

Attachments

JLM/KGB/SC-T

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Grant A Non-Exclusive Utility Easement Of Approximately 26,600 Square Feet, To Florida Power And Light (FPL) At The Miami Beach Convention Center Property, Located At 1901 Convention Center Drive, For The Operation And Maintenance Of Ductbanks, Vault Rooms, Pad Mounted Transformer And Associated Equipment Serving The Convention Center And Regional Pump Station, Which Easement Is Attached Hereto As Exhibit I.

Key Intended Outcome Supported:

Improve alliance with key business sectors, namely hospitality, arts & international business with a focus on enhanced culture, entertainment & tourism.

Supporting Data (Surveys, Environmental Scan, etc) N/A

Item Summary/Recommendation:

As part of the Convention Center Renovation & Expansion Project, the existing FPL vault rooms will be demolished, and two new FPL vault rooms and associated underground electric utility facilities will be constructed to service the increased loads of the new facility.

On a parallel path, a new regional stormwater pump station will be installed at the northeast corner of the convention center site. An FPL pad-mounted transformer, associated equipment and underground utilities will be required to service this pump station.

In order for FPL to schedule and place its electrical service, the City is required to execute a non-exclusive easement, which grants FPL access to service its equipment. A survey describing the limits of the easement to be recorded per FPL requirements is attached as Exhibit 2.

The Administration recommends the City Commission adopt the Resolution.

Δds	/ieory	Roard	Recomm	endation:
Au	VISUI V	Duaru	Reconni	enuauon.

N/A

Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
OBPI	Total		

City Clerk's Office Legislative Tracking:

Financial Impact Summary: N/A

Maria Hernandez, ext. 2584

Sian-Offs:

MIAMIBEACH

AGENDA ITEM R7T

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Managers

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT A NON-EXCLUSIVE UTILITY EASEMENT OF APPROXIMATELY 26,600 SQUARE FEET (SF), TO FLORIDA POWER AND LIGHT (FPL) AT THE MIAMI BEACH CONVENTION CENTER PROPERTY, LOCATED AT 1901 CONVENTION CENTER DRIVE, FOR THE OPERATION AND MAINTENANCE OF DUCTBANKS. VAULT ROOMS, PAD MOUNTED TRANSFORMER AND **ASSOCIATED EQUIPMENT SERVING THE CONVENTION CENTER AND REGIONAL** STORMWATER PUMP STATION, WHICH EASEMENT IS ATTACHED HERETO AS EXHIBIT I.

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

FUNDING

N/A

ANALYSIS

As part of the Convention Center Renovation & Expansion Project, the existing FPL vault rooms will be demolished, and two new FPL vault rooms and associated underground electric utility facilities will be constructed to service the increased loads of the new facility.

On a parallel path, a new regional stormwater pump station will be installed at the northeast corner of the convention center site. An FPL pad-mounted transformer, associated equipment and underground utilities will be required to service this pump station.

In order for FPL to schedule and place its electrical service, the City is required to execute a non-exclusive easement, which grants FPL access to service its equipment. A survey describing the limits of the easement to be recorded per FPL requirements is attached as Exhibit 2.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve and authorize the City Manager to execute the non-exclusive easement with Florida Power & Light.

Attachment:

Exhibit I – Easement

JLM/ MH

T:\AGENDA\2016\June\MBCC\MBCC - FPL Easement.docx

RESOLUTION	NO.
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT A NON-EXCLUSIVE UTILITY EASEMENT OF APPROXIMATELY 26,600 SQUARE FEET (SF), TO FLORIDA POWER AND LIGHT (FPL) AT THE MIAMI BEACH CONVENTION CENTER PROPERTY, LOCATED AT 1901 CONVENTION CENTER DRIVE, FOR THE OPERATION AND MAINTENANCE OF DUCTBANKS, VAULT ROOMS, PAD MOUNTED TRANSFORMER AND ASSOCIATED EQUIPMENT SERVING THE CONVENTION CENTER AND REGIONAL STORMWATER PUMP STATION, WHICH EASEMENT IS ATTACHED HERETO AS EXHIBIT I.

WHEREAS, as part of the Convention Center Renovation & Expansion Project, the existing FPL vault rooms will be demolished, and two new FPL vault rooms and associated underground electric utility facilities will be constructed to service the increased loads of the new facility; and

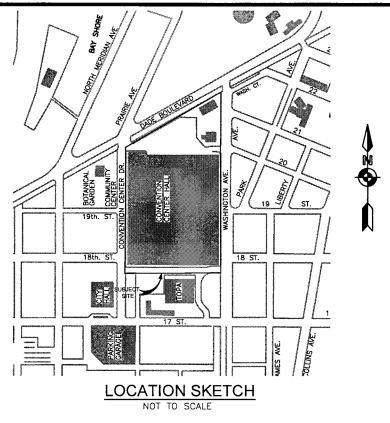
WHEREAS, on a parallel path, a new regional stormwater pump station will be installed at the northeast corner of the convention center site; and

WHEREAS, an FPL pad-mounted transformer, associated equipment and underground utilities will be required to service this pump station; and

WHEREAS, in order for FPL to schedule and place its electrical service, the City is required to execute a non-exclusive easement, which grants FPL access to service its equipment.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission authorize the Mayor and the City Clerk to execute a non-exclusive easement of approximately 26,600 square feet, with Florida Power & Light (FPL), at the Miami Beach Convention Center Property, located at 1901 Convention Center Drive, for the operation and maintenance of ductbanks, vault rooms, pad mounted transformer and associated equipment serving the Convention Center and regional stormwater pump station, which easement is attached hereto as Exhibit I.

PASSED and ADOPTED thisd	ay of, 2016.
ATTEST:	PHILIP LEVINE, MAYOR APPROVED AS TO
RAFAEL E. GRANADO, CITY CLERK	FORM & LANGUAGE & FOR EXECUTION City Attorney Date



LEGAL DESCRIPTION

BEING AN EASEMENT LYING IN A PORTION OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 22, ACCORDING TO THE AMENDED PLAT OF GOLF COURSE SUBDIVISION, OF THE ALTON BEACH REALITY COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THENCE N88'01'48"E, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET (RIGHT OF WAY BEING 70 FEET IN WIDTH ACCORDING TO SAID PLAT) TO THE INTERSECTION WITH EASTERLY MAINTAINED RIGHT OF WAY OF CONVENTION CENTER DRIVE, A DISTANCE 374.96 FEET; THENCE N02'00'32 "W ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 326.51 FEET TO THE POINT OF BEGINNING.

THENCE N 02'00'32" W A DISTANCE OF 10.00 FEET SAID POINT ALSO HEREINAFTER REFERED TO AS POINT "A"; THENCE N 87'25'34" E A DISTANCE OF 133.03 FEET; THENCE N 42'54'14" E A DISTANCE OF 7.20 FEET; THENCE S 47'05'46" E A DISTANCE OF 2.82 FEET; THENCE N 48'55'26" E A DISTANCE OF 11.47 FEET; THENCE N 87'59'33" E A DISTANCE OF 115.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 6.00 FEET, THE CHORD WHICH BEARS N 42'15'23" E, THROUGH A CENTRAL ANGLE 91'28'22"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.58 FEET; THENCE N 03'28'48" W A DISTANCE OF 25.51 FEET; THENCE S 86'31'12" W A DISTANCE OF 42.90 FEET; THENCE N 88'00'38" E A DISTANCE OF 39.99 FEET; THENCE S 01'59'22" E A DISTANCE OF 20.13 FEET; THENCE S 86'31'12" W A DISTANCE OF 15.96 FEET; THENCE S 03'28'48" E A DISTANCE OF 25.51 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 16.00 FEET, THE CHORD WHICH BEARS S 42'15'23" W, THROUGH A CENTRAL ANGLE 91'28'22"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.54 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "B"; THENCE S 87'59'33" W A DISTANCE OF 112.07 FEET; THENCE S 48'55'26" W A DISTANCE OF 6.87 FEET; THENCE S 47'05'46" E A DISTANCE OF 1.23 FEET; THENCE S 42'54'14" W A DISTANCE OF 14.11 FEET; THENCE N 47'05'46" W A DISTANCE OF 6.88 FEET; THENCE S 87'25'34" W A DISTANCE OF 133.26 FEET TO THE POINT OF BEGINNING. CONTAINING 4615 SQUARE FEET OR 0.1 ACRES MORE OR LESS.

(LEGAL DESCRIPTION CONTINUED ON SHEET L-2)

THE LEGAL DESCRIPTION AND THE SKETCH OF DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT ALL SHEETS (L-1 THROUGH L-9.)



ACCEPTED BY: REVISED

XXXXXXX

BRIAN T. BELLINO
CITY SURVEYOR

MIAMI BEACH CONVENTION CENTER FPL EASEMENT

L-1
PROJECT NO. SM-2016D

(LEGAL DESCRIPTION CONTINUED FROM SHEET L- 1)

COMMENCE AT SAID POINT "B"; THENCE N 88'01'23" E A DISTANCE OF 335.37 FEET TO THE POINT OF BEGINNING;

THENCE N 45'00'00" W A DISTANCE OF 14.11 FEET; THENCE N 45'00'00" E A DISTANCE OF 14.11 FEET; THENCE S 45'00'00" E A DISTANCE OF 6.90 FEET; THENCE N 88'04'46" E A DISTANCE OF 90.45 FEET; THENCE N 01'59'22" W A DISTANCE OF 40.28 FEET; THENCE S 88'03'38" W A DISTANCE OF 13.19 FEET; THENCE N 01'59'22" W A DISTANCE OF 24.34 FEET; THENCE S 88'08'38" W A DISTANCE OF 16.46 FEET; THENCE N 01'59'22" W A DISTANCE OF 33.21 FEET; THENCE N 88'00'38" E A DISTANCE OF 16.46 FEET; THENCE S 01'59'22" E A DISTANCE OF 10.61 FEET; THENCE N 88'00'38" E A DISTANCE OF 9.21 FEET; THENCE N 01'59'22" W A DISTANCE OF 10.61 FEET; THENCE N 88'00'38" E A DISTANCE OF 92.21 FEET; THENCE S 01'59'22" W A DISTANCE OF 96.23 FEET; THENCE S 88'04'46" W A DISTANCE OF 97.68 FEET; THENCE S 45'00'00" W A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.978.5 SQUARE FEET, OR 0.1 ACRES MORE OR LESS.

COMMENCE AT POINT "A": THENCE N 02'00'32" W, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY OF CONVENTION CENTER DRIVE A DISTANCE OF 1176.08 TO THE POINT OF BEGINNING

THENCE CONTINUE N 02'00'32" W, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY OF CONVENTION CENTER DRIVE, A DISTANCE OF 10.00 FEET; THENCE N 88'09'54" E A DISTANCE OF 84.14 FEET; THENCE N 63"15"14" E A DISTANCE OF 161.77 FEET; THENCE N 24"03'56" W A DISTANCE OF 2.28 FEET; THENCE N 63"15"14" E A DISTANCE OF 14.12 FEET; THENCE S FEET; THENCE N 24'03'56" WA DISTANCE OF 2.28 FEET; THENCE N 65'3514 E A DISTANCE OF 14.12 FEET; INCINCE S 24'03'56" E A DISTANCE OF 2.41 FEET; THENCE N 64'21'52" E A DISTANCE OF B1.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 78.00 FEET, THE CHORD WHICH BEARS N 74'56'46" E, THROUGH A CENTRAL ANGLE 26'05'05"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 35.51 FEET; THENCE N 87'59'19" E A DISTANCE OF 270.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 61.67FEET, THE CHORD WHICH BEARS N 78'32'13" E, THROUGH A CENTRAL ANGLE 20"8'07"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.85 FEET, TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1.06 FEET, THE CHORD WHICH BEARS N 79'53'32" E, THROUGH A CENTRAL ANGLE 15'50'11"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.64 FEET; THENCE N 87'52'41" E A DISTANCE OF 47.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 39.00 FEET, THE CHORD WHICH BEARS N 76"50"41" E, THROUGH A CENTRAL ANGLE 22"03"59"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.02 FEET; THENCE N 65'48'42" E A DISTANCE OF 55.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.50 FEET, THE CHORD WHICH BEARS N 31'54'58" E, THROUGH A CENTRAL ANGLE 67'47'27"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.09 FEET; THENCE N 01'58'46" W A DISTANCE OF 119.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 61.00 FEET, THE CHORD WHICH BEARS N 31'26'23" E, THROUGH A CENTRAL ANGLE 66'47'12"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.10 FEET, TO A POINT OF REVERSE CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 23.00 FEET, THE CHORD WHICH BEARS N 45'07'48" E, THROUGH A CENTRAL ANGLE 39"24'22"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.82 FEET; THENCE N 25'25'37" E A DISTANCE OF 9.36 FEET; 63'39'39" W A DISTANCE OF 2.01 FEET; THENCE N 25'25'37" E A DISTANCE OF 0.63 FEET; THENCE N 74'31'47" W A NCE OF 10.46 FEET; THENCE N 29'31'47" W A DISTANCE OF 66.23 FEET; THENCE N 15'28'13" E A DISTANCE OF 57.99
THENCE S 60'28'13" W A DISTANCE OF 17.93 FEET; THENCE N 29'31'47" W A DISTANCE OF 15.00 FEET; THENCE N DISTANCE OF 10.46 FEET; FEET; THENCE S 60°28'13" W A DISTANCE OF 17.93 FEET; THENCE N 29°31'47" W A DISTANCE OF 15.00 FEET; THENCE S 60°28'13" W A DISTANCE OF 50.00 FEET; THENCE S 29°31'47" E A DISTANCE OF 15.00 FEET; THENCE S 60°28'13" W A DISTANCE OF 63.85 FEET; THENCE S 29°31'47" E A DISTANCE OF 57.94 FEET; THENCE S 74°31'47" E A DISTANCE OF 8.07 FEET; THENCE N 25°25'37" E A DISTANCE OF 3.42 FEET; THENCE S 63°39'39" E A DISTANCE OF 13.14 FEET; THENCE S 25°25'37" W A DISTANCE OF 2.37 FEET; THENCE S 63°39'39" E A DISTANCE OF 12.00 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT OF WAY OF WASHINGTON AVENUE; THENCE S 01°59'16" E, ALONG SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 11.36 FEET; THENCE N 63°39'39" W A THENCE S 25"25"37" W A DISTANCE OF 1.12

THENCE S 25"25"37" W A DISTANCE OF 1.83 FEET; THENCE N 63"39" W A DISTANCE OF 1.12

THENCE S 25"25"37" W A DISTANCE OF 9.20 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A DISTANCE OF 17.23 FEET: RADIUS OF 33.00 FEET, THE CHORD WHICH BEARS S 45'07'48" W, THROUGH A CENTRAL ANGLE 39"24'22"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.70 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 51.00 FEET, THE CHORD WHICH BEARS S 31'26'30" W, THROUGH A CENTRAL ANGLE 66'46'59"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.44 FEET; THENCE S 01'58'46" E A DISTANCE OF 119.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.50 FEET, THE CHORD WHICH BEARS S 31"54'58" W, THROUGH A CENTRAL ANGLE 67'47'27"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 47.92 FEET; THENCE S 65'48'42" W A DISTANCE OF 55.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 49.0 FEET, THE CHORD WHICH BEARS S 76'50'41" W, THROUGH A CENTRAL ANGLE 22'03'59"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.87 FEET; THENCE S 87'52'41" W A DISTANCE OF 47.92 FEET TO THE BEGINNING OF A CURVE 49.00 CONCAVE SOUTHERLY HAVING A RADIUS OF 61.06FEET, THE CHORD WHICH BEARS S 80"01"32" W, THROUGH A CENTRAL THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.58 FEET, TO A POINT OF REVERSE CURVATURE ANGLE 15'33'34"; CONCAVE NORTHERLY, HAVING A RADIUS OF 71.67 FEET, THE CHORD WHICH BEARS S 78'38'47" W, THROUGH A CENTRAL CONCAVE NORTHERLY, HAVING A RADIUS OF 71.67 FEET, THE CHORD WHICH BEARS S 78'38'47" W, THROUGH A CENTRAL ANGLE 19'58'55'; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.99 FEET; THENCE S 87'59'19" W A DISTANCE OF 270.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 68.00 FEET, THE CHORD WHICH BEARS S 74'49'04" W, THROUGH A CENTRAL ANGLE 26'20'29"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.26 FEET; THENCE S 64'21'52" W A DISTANCE OF 82.33 FEET; THENCE S 24'03'56" E A DISTANCE OF 2.04 FEET; THENCE S 63'15'14" W A DISTANCE OF 4.81 FEET; THENCE S 02'07'16" E A DISTANCE OF 67.93 FEET; THENCE N 87'52'44" E A DISTANCE OF 2.34 FEET; THENCE N 02'07'16" W A DISTANCE OF 59.48 FEET; THENCE S 87'52'44" W A DISTANCE OF 39.10 FEET; THENCE N 02'07'16" W A DISTANCE OF 55.94 FEET; THENCE N 87'52'44" E A DISTANCE OF 9.64 FEET; THENCE N 02'07'16" W A DISTANCE OF 65.73 FEET; THENCE N 87'52'44" E A DISTANCE OF 65.73 FEET; THENCE N 02'07'16" W A DISTANCE OF 65.73 FEET; THENCE S 83'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 83'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 83'15'14" W A DISTANCE OF 65.73 FEET; THENCE N 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 63'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65'15'14" W A DISTANCE OF 65.73 FEET; THENCE S 65' ALSO BEING THE POINT OF BEGINNING.

CONTAINING 16,019 SQUARE FEET, 0.4 ACRES MORE OR LESS.

THE LEGAL DESCRIPTION AND THE SKETCH OF DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT ALL SHEETS (L-1 THROUGH L-9.)





MIAMI BEACH CONVENTION CENTER FPL EASEMENT

L-2
PROJECT NO. SM-2016D

L	.E	G	E	N	D

POINT OF COMMENCEMENT POINT OF BEGINNING P.O.C. P.O.B. RIGHT OF WAY R/W R RADIUS ARC LENGTH CENTRAL ANGLE CHORD BEARING CA CB CD PG PB CHORD DISTANCE PAGE PLAT BOOK CALCULATED DIMENSION (C) (P) PLAT DIMENSION

LINE		DISTANCE
LI	N 02'00'32" W	10.00'
12	N 42'54'14" E	7.20'
L3	S 47'05'46 E	2.82'
L4	N 48'55'26" E	11.47
15	N 03"28"48" W	25.51
L6	S 86'31'12" W	2.81'
L7	N 01'59'22" W	42.90'
L8	N 88'00'38" E	39.99
L9	S 01'59'22" E	20.13'
L10	S 88'00'38" W	11.23'
L11	S 01'59'22" E	22.02'
L12	S 86"31'12" W	15.96'
L13	S 03'28'48" E	25.51'
L14	S 48 55 26 W	6.87
L15	S 47'05'46" E	1.23'
L16	S 42'54'14" W	14.11'
L17	N 47'05'46" W	6.88'
L18	S 45'00'00" W	7.18'
L19	N 45'00'00" W	14.11'
120	N 45'00'00" E	14.11
L21	S 45'00'00" E	6.90'
122	N 01'59'22" W	40.28'
L23	S 88'00'38" W	13.19'
124	N 01'59'22" W	24.34
1.25	S 88"08'38" W	17.90'
L26	N 01'59'22" W	33.21
127	N 88'00'38" E	16.46'
L28	S 01'59'22" E	10.61
129	N 88'00'38" E	9.21'
L30	N 01'59'22" W	10.61'
L31	N 88'00'38" E	42.42
L32	S 88'00'38" W	29.92'
L33	S 01'59'22" E	11.65'
L34	N 02'00'32" W	10.00'

UNŁ	BEARING		DISTANCE
	N 24'03'56"	W	2.28'
L36	N 63°15'14"	E	14.12'
137		E	2.41
L38	N 87'52'41"	E	47.92
L39	S 65'48'42"	W	55.00'
L40	S 25°25'37"	w	9.36'
	S 25'25'37" N 63'39'39"	₩	2.01
L42	N 25'25'37"	Ė	0.63'
	N 74°31′47″	W	10.46
L44	S 60°28'13"	W	17.93
L45	N 29'31'47"	₩	15.00'
L46	N 60'28'13"	E	50.00'
L47		Ε	15.00'
L48	S 60'28'13"	W	17.93
L49	S 74'31'47"	Ë	8.07'
1.50	N 25'25'37"	E	3.42'
L51	S 63"39'39"	Ē	13.14
L52	S 25'25'37"	W	2.37
L53		E	12.00'
L54	S 01'59'16"	E,	11.36'
L55	N 63'39'39"	W	17.23' 1.83'
L56	S 25'25'37"	W	1.83'
L57	N 63'39'39"	W	1.12'
L58	S 25'25'37"	₩	9.20'
L59		₩	55.00'
L60		₩	47.92
L61		Ε	2.04'
L62		₩	4.81'
L63	N 87'52'44"	Ε	2.34'
L64	N 02'07'16"	W	3.55'
L65	N 87'52'44"	E	17.12'
L66	S 87 52 44	*	39.10'
L67	N 87°52'44"	E	9.64'

I INC DEADING

TOICTANCE

SURVEYOR'S NOTES:

F:\WORK\\$ALL\CAD-DWG\PROJECTS\SM\SM-2016D_Miam! Beach Convention Center FPL Ecsements\SM-2016D.dwg

- THE SKETCH IS NOT A BOUNDARY SURVEY. THIS NOTE IS REQUIRED BY RULE 5J-17.053(5)(b) FAC
- BEARINGS SHOWN HEREON ARE BASE UPON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 1983/90, REFERENCED TO THE NORTHERLY RIGHT-OF-WAY LINE OF 17TH STREET. WHICH IS ASSUMED TO BEAR N88 01 48"E.
- THE LEGAL DESCRIPTION AND SKETCH OF WAS PREPARED BY THE SIGNING SURVEYOR. HOWEVER IS BASED UPON AND INTEGRATED WITH THE PROPOSED CONVENTION CENTER IMPROVEMENT PROJECT, INCLUDING THE LOCATION OF THE ELECTRIC FACILTY. THESE LOCATIONS WERE PROVIDED BY CLARK CONTRUCTION AND KIMLEY-HORN AND ASSOCIATES. PROPOSED IMPROVEMENTS SHOWN HEREON ARE FOR GEOGRAPHIC REFERENCE
- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT A SHEETS L-1 THROUGH L-9.

CERTIFICATION:

I HEREBY CERTIFY THIS "LEGAL DESCRIPTION AND SKETCH" IS CORRECT AND MEETS THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH IN CHAPTER 472.027 (F.S.) AND CHAPTER SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE.

6-1-16 BRIAN T. BELLINO DA CITY SURVEYOR MANAGER PROFESSIONAL SURVEYOR AND MAPPER NO.4973

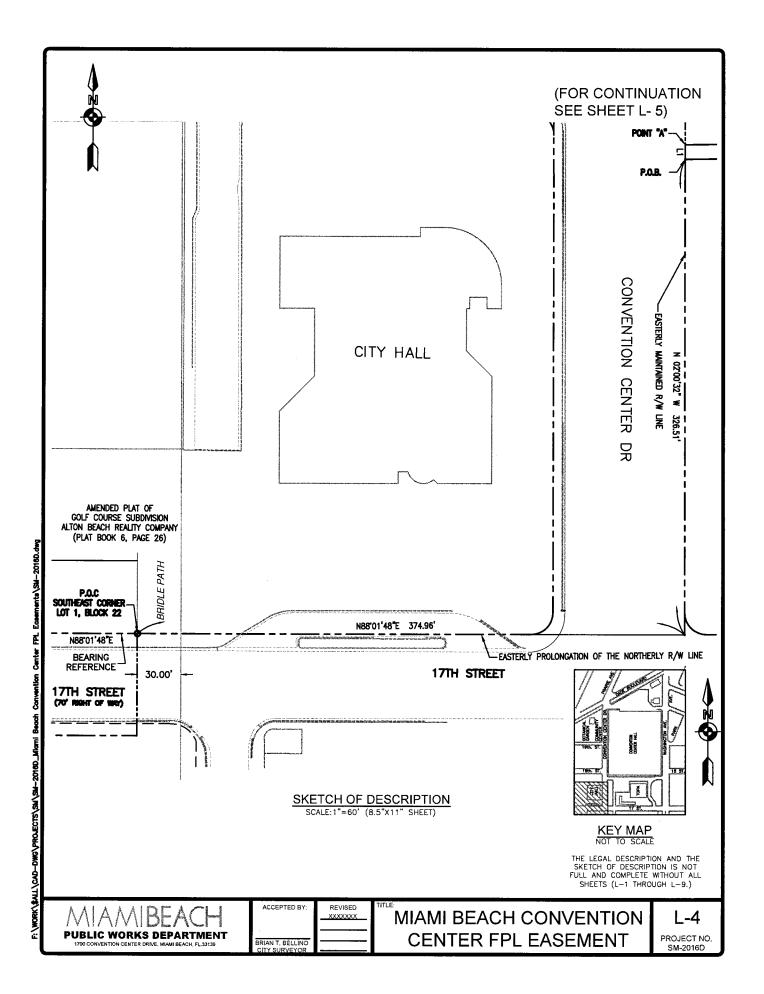
MIAMI**BEA**C **PUBLIC WORKS DEPARTMENT** ACCEPTED BY BIB

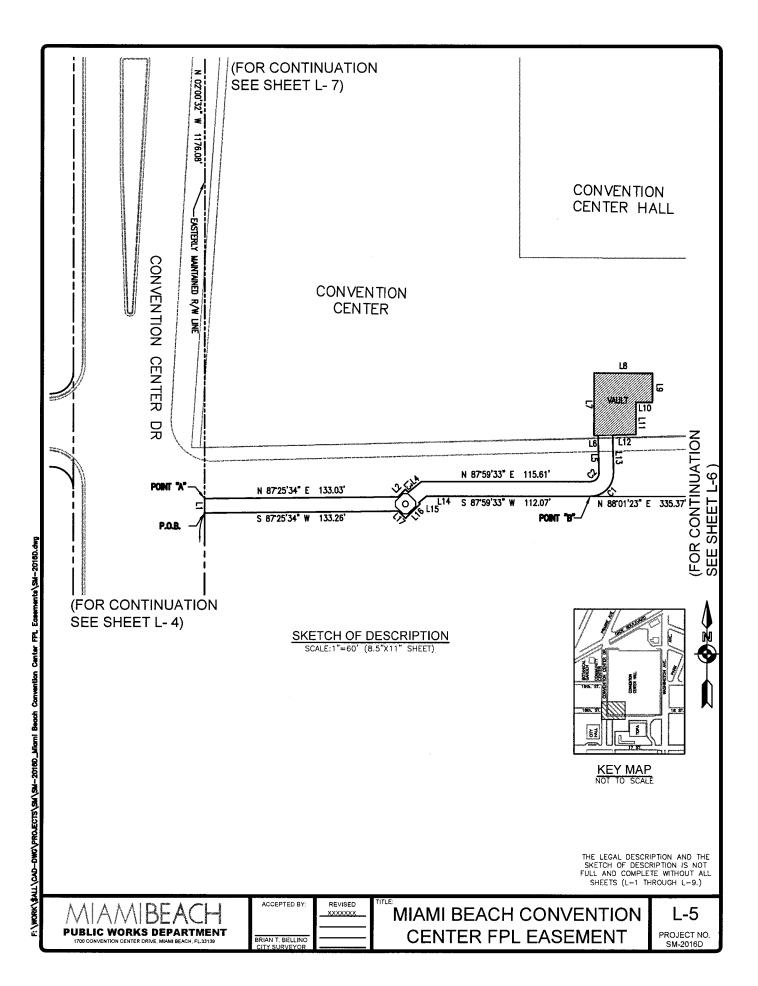
REVISED

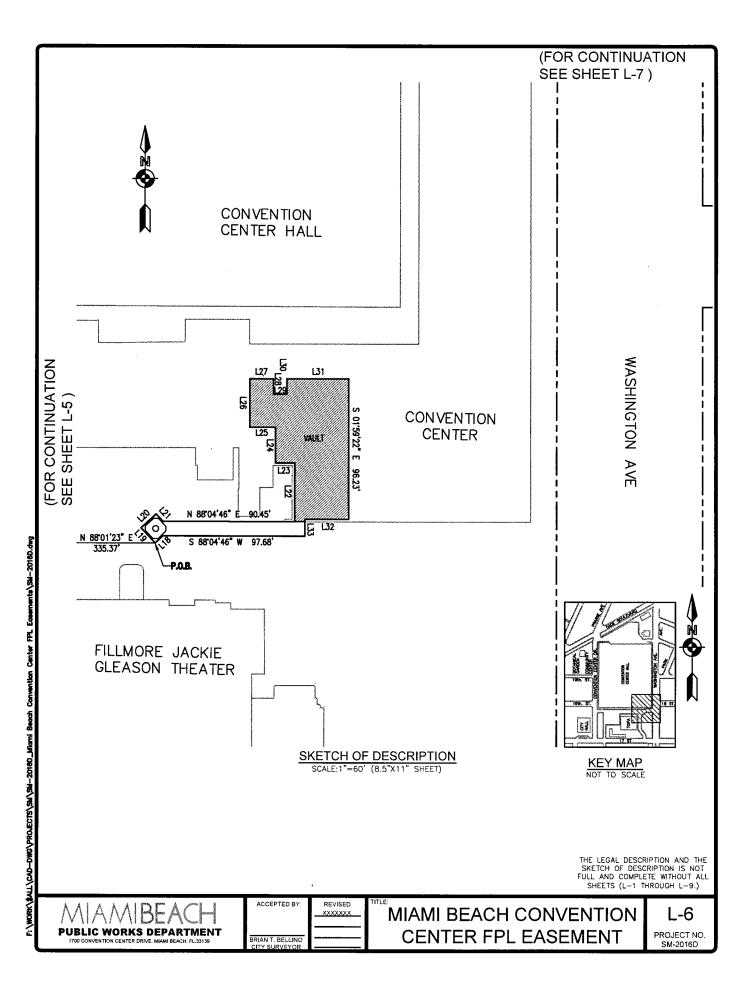
MIAMI BEACH CONVENTION CENTER FPL EASEMENT

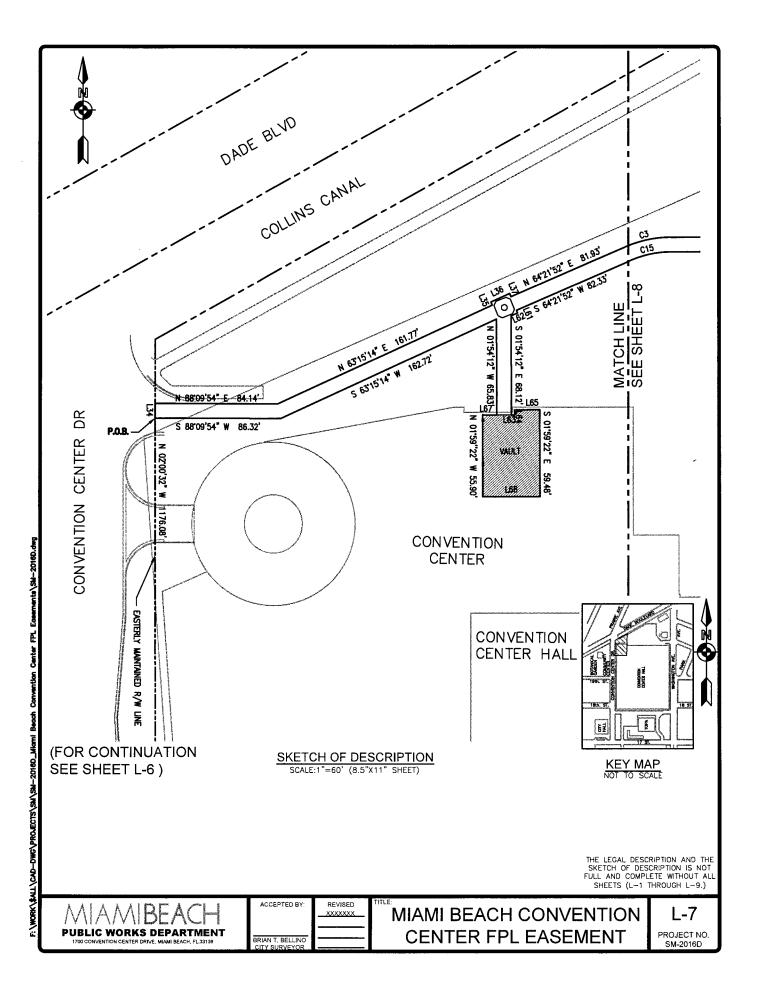
L-3

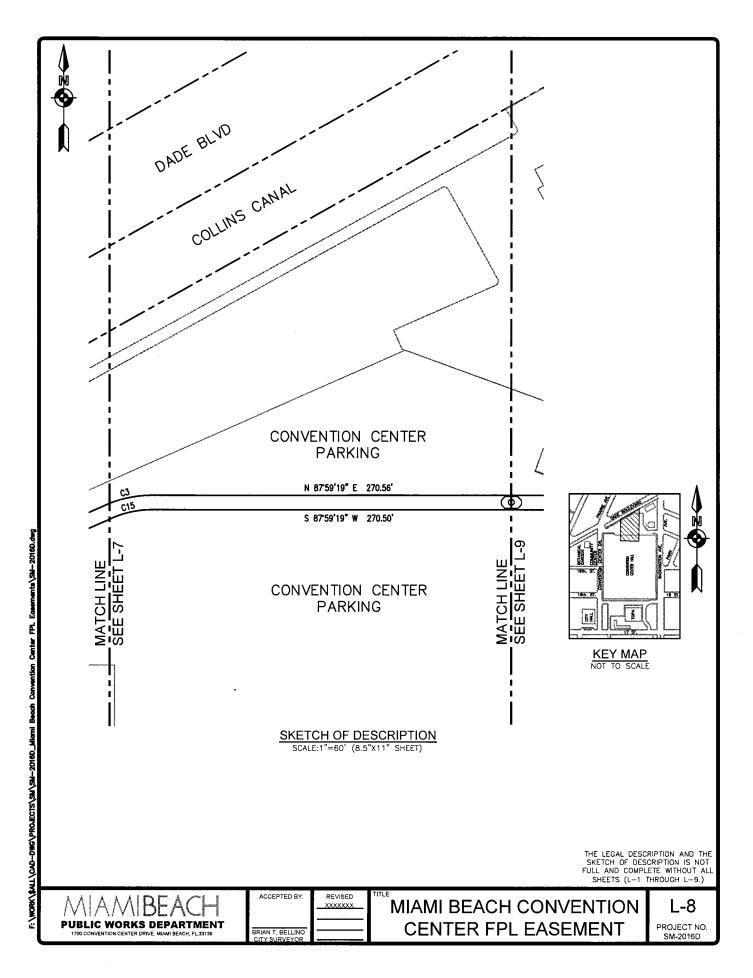
PROJECT NO. SM-2016D

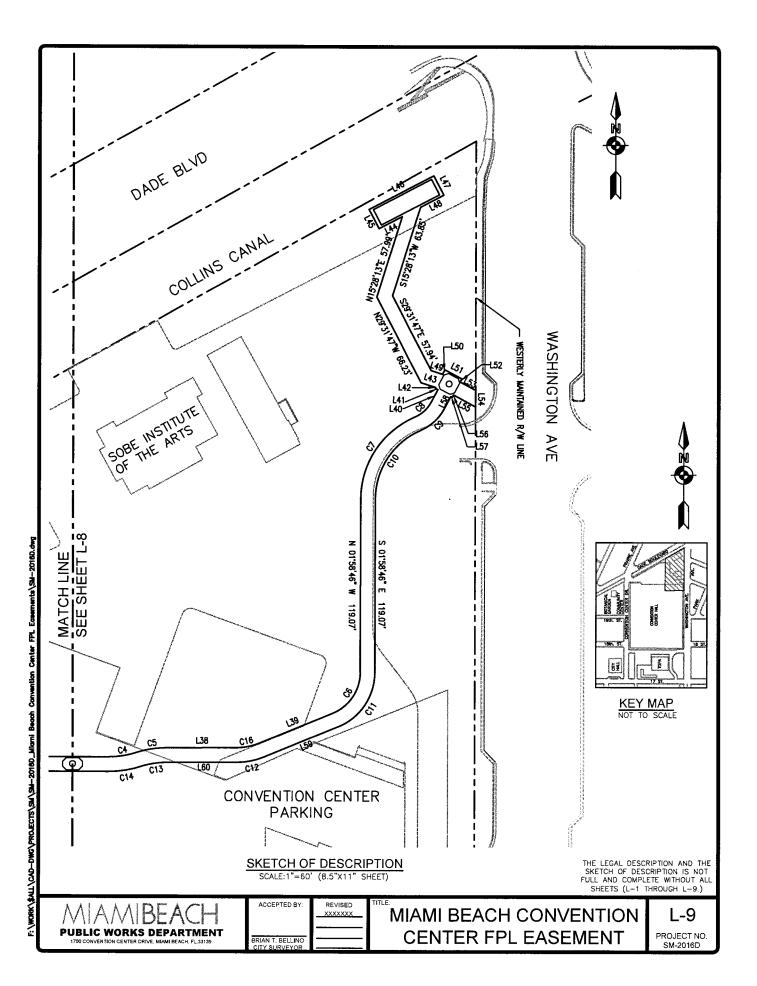












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MIAMIBEACH

OFFICE OF THE CITY ATTORNEY RAUL J. AGUILA

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine

Members of the City Commission City Manager Jimmy Morales

FROM:

Raul Aguila, City Attorney

DATE:

June 8th, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE EXTENSION OF HOURS FOR CERTAIN ALCOHOLIC BEVERAGE ESTABLISHMENTS WITH A 5:00 A.M. LIQUOR LICENSE TO 7:00 A.M., UNDER CERTAIN SPECIFIED CONDITIONS PURSUANT TO SECTION 6 OF THE CITY CODE, FOR THE WHITE PARTY 2016 (NOVEMBER 25TH AND 26TH 2016), THE WINTER PARTY FESTIVAL 2017 (MARCH 3RD AND 4TH, 2017), AND MIAMI BEACH GAY PRIDE 2017 (APRIL AND 8TH, 2017), AS RECOMMENDED BY THE LGBT ADVISORY AND, FURTHER, PROVIDING THAT THE EXTENSION OF ALCOHOLIC BEVERAGE SERVICE HOURS BE APPLIED ONLY TO ALCOHOLIC BEVERAGE ESTABLISHMENTS HOLDING EVENTS IN THE CITY OF MIAMI BEACH ON THE ABOVE-STATED DATES.

Pursuant to the request of Commissioner Michael Grieco, the attached Resolution is submitted for consideration by the Mayor and City Commission at the June 8th, 2016 City Commission Meeting.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE EXTENSION OF HOURS FOR CERTAIN BEVERAGE ESTABLISHMENTS WITH A 5:00 A.M. LIQUOR LICENSE TO 7:00 A.M., UNDER CERTAIN SPECIFIED CONDITIONS PURSUANT TO SECTION 6 OF THE CITY CODE, FOR THE WHITE PARTY 2016 (NOVEMBER 25TH AND 26TH 2016), THE WINTER PARTY FESTIVAL 2017 (MARCH 3RD AND 4TH, 2017), AND MIAMI BEACH GAY PRIDE 2017 (APRIL 7TH AND 8TH 2017), AS RECOMMENDED BY THE LGBT ADVISORY COMMITTEE: AND, FURTHER, PROVIDING THAT THE EXTENSION OF ALCOHOLIC BEVERAGE SERVICE HOURS BE APPLIED ONLY TO ALCOHOLIC BEVERAGE ESTABLISHMENTS HOLDING EVENTS IN THE CITY OF MIAMI BEACH ON THE ABOVE-STATED DATES.

WHEREAS, the City of Miami Beach is an international tourist destination known for its many attributes including its vibrant nightlife; and

WHEREAS, the festivities during major event days and weekends in the City carry over into the early hours of the morning; and

WHEREAS, in order to address the special circumstances for celebration which occur on New Year's Eve, and during other major event days and weekends within the City of Miami Beach, the Mayor and City Commission codified, in Section 6-3(7) of the City Code, an established policy of allowing alcoholic beverage establishments with a 5:00 a.m. liquor license to continue to sell and serve alcoholic beverages for on-premises consumption until 7:00 a.m. during designated major event days or weekends; and

WHEREAS, the City's Major Events Plan and Special Event Guidelines designates White Party, Winter Party Festival, and Miami Beach Gay Pride Weekend as "major event periods" which make these events eligible for the extension of alcoholic beverage service hours, subject to the conditions established in the City Code; and

WHEREAS, the LGBT Advisory Committee considered this matter at its May 10th, 2016, meeting and recommended the extension of hours for alcoholic beverage sales and service for White Party 2016, Winter Party Festival 2017, and Miami Beach Gay Pride 2017; and

WHEREAS, the extension of alcoholic beverage service as provided in Chapter 6 of the City Code should be applied only to events held in the City on

November 25th and 26th, 2016 for the White Party; on March 3rd and 4th, 2017; for the Winter Party Festival, and on April 7th and 8th, 2017 for Miami Beach Gay Pride.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission approve the extension of hours for certain alcoholic beverage establishments with a 5:00 A.M. liquor license to 7:00 A.M., under certain specified conditions pursuant to Section 6 of the City Code, for the White Party 2016 (November 25th and 26th, 2016), the Winter Party Festival 2017 (March 3rd and 4th, 2017), and Miami Beach Gay Pride 2017 (April 7th and 8th, 2017), as recommended by the LGBT Advisory Committee; and, further, providing that the extension of alcoholic beverage service hours be applied only to alcoholic beverage establishments holding events in the City of Miami Beach on the above-stated dates.

PASSED and ADOPTED this	_day of, 2016.
ATTEST:	PHILIP LEVINE, MAYOR
RAFAEL E. GRANADO, CITY CLERK	
	APPROVED AS TO FORM & LANGUAGE

City Attorney

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-073-KB, FOR CONSTRUCTION MANAGER AT RISK (CMR) FOR CONSTRUCTION OF LINCOLN ROAD DISTRICT IMPROVEMENTS.

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination.

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

On February 10, 2016, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2016-073-KB for Construction Manager at Risk (CMR) For Construction of Lincoln Road District Improvements. On February 16, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on March 1, 2016. RFQ responses were due and received on April 12, 2016. The City received a total of five (5) proposals. The City received proposals from the following firms: Bergeron Land Development, Inc., Burkhardt Construction, Inc., Facchina Construction of Florida, LLC, FHP Tectonics Corp, and Skanska USA Building, Inc. Proposals from Bergeron Land Development, Inc. and FHP Tectonics Corp. failed to comply with the minimum requirements as stated in the RFQ, and, accordingly, were deemed non-responsive.

The Evaluation Committee convened on May 9, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ.

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission approve the resolution authorizing the Administration to enter into negotiations with the top ranked proposer, Burkhardt Construction, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the second highest ranked proposer, Skanska USA Building, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the third highest ranked proposer, Facchina Construction of Florida, LLC.; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.

RECOMMENDATION ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of		Amount	Account
Funds:	1		The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.
OBPI	Total		

City Clerk's Office Legislative Tracking:

Alex Denis, David Martinez

Sign-Oπs:	<u> </u>			
Depar	ment Director	Assistant City Manager	City	anager
DM_	AD	EC 2 MT 2	JLM	14/

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF

MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-073-KB, FOR CONSTRUCTION MANAGER AT RISK (CMR) FOR

CONSTRUCTION OF LINCOLN ROAD DISTRICT IMPROVEMENTS

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Maximize The Miami Beach Brand As A World Class Destination.

FUNDING

The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.

BACKGROUND

The Lincoln Road District Enhancement Project encompasses the Lincoln Road pedestrian mall and adjacent Lincoln Lane North and Lincoln Lane South between Lennox Avenue and Collins Avenue. The enhancement project extends to 16th Street along Drexel Avenue. On December 9, 2015, the Mayor and City Commission approved the issuance of Request for Qualification (RFQ) 2015-245-KB for the Planning, Design, Bid and Award, and Construction Administration Services for the Lincoln Road District Improvements Project.

As a result, on February 10, 2016, the Administration presented to the City Commission a request for approval to issue Request for Qualifications (RFQ) Construction Manager at Risk (CMR) For Construction of Lincoln Road District Improvements. The project encompasses Construction Management at Risk services for the construction of the Lincoln Road District Improvements and its related infrastructure inclusive of pre-construction services. Construction phase services shall also be included via a Guaranteed Maximum Price (GMP) amendment. The Lincoln Road District Improvements project encompasses the Lincoln Road pedestrian mall and adjacent Lincoln Lane North and Lincoln Lane South between Lennox Avenue and Collins Avenue. The enhancement project extends to 16th Street along Drexel Avenue. The proposed design is going to include: enhancement of pedestrian walkways and café zones, modifications to the existing planters and water features, landscape and irrigation, storm and sewer drainage, lighting and signalization, performance/multipurpose area at Euclid Avenue, outdoor furniture and outdoor seating areas, milling and resurfacing of pavement surfaces, crosswalk enhancements, and an artistic gateway folly at Lincoln Road and Washington Avenue with visitor's guide and wayfinding.

Request For Qualifications (RFQ) No. 2016-073-KB, For Construction Manager at Risk (CMR) For Construction of Lincoln Road District Improvements

June 8th, 2016

Page 2

Proposals were requested from construction management, construction management at risk, design/build, or general contractor firms to provide preconstruction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the construction of the Lincoln Road District Improvements. The successful firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services, as set forth more fully in the Statement of Work Required set forth in Appendix C of the RFQ.

RFQ PROCESS

On February 10, 2016, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2016-073-KB for Construction Manager at Risk (CMR) For Construction of Lincoln Road District Improvements. On February 16, 2015, the RFQ was issued. A voluntary preproposal conference to provide information to the proposers submitting a response was held on March 1, 2016. RFQ responses were due and received on April 12, 2016. The City received a total of five (5) proposals. The City received proposals from the following firms: Bergeron Land Development, Inc., Burkhardt Construction, Inc., Facchina Construction of Florida, LLC, FHP Tectonics Corp, and Skanska USA Building, Inc. Proposals from Bergeron Land Development, Inc. and FHP Tectonics Corp, failed to comply with the minimum requirements as stated in the RFQ, and, accordingly, were deemed non-responsive.

On April 15, 2016, the City Manager, via Letter to Commission (LTC) No. 170-2016, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- David Gomez, Senior Capital Projects Coordinator, Office of Capital Improvement Programs, City of Miami Beach
- Adrian Morales, Senior Administrative Manager, City of Miami Beach
- Jeff Weinstein, Director of Development, UIA Management, LLC

The City Manager also considered the following individuals as alternates:

- Diego Lopez Medina, Senior Capital Projects Coordinator, Office of Capital Improvement Programs, City of Miami Beach
- Ozzie Dominguez, General Manager, Terranova Corporation

The Evaluation Committee convened on May 9, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

EVALUATION COMMITTEE REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-073 CONSTRUCTION MANAGER AT RISK (CMR) FOR CONSTRUCTION OF LINCOLN ROAD DISTRICT IMPROVEMENTS	David		Adrian		Jeff			LOW AGGREGATE	
	Gomez	Ranking	Morales	Ranking	Weinstein	Ranking	1	TOTALS	Rank
Burkhardt Construction Inc.	95	1	96	1	100	1		3	1
Skanska USA Building Inc.	90	2	95	2	95	2		6	2
Charlona Cort Ballaring Inc.					1 . 33	-	+		
Facchina Construction of Florida, LLC.	85	3	92	3	80	3		9	-3

Request For Qualifications (RFQ) No. 2016-073-KB, For Construction Manager at Risk (CMR) For Construction of Lincoln Road District Improvements June 8th, 2016 Page 3

CITY MANAGER'S RECOMMENDATION

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission approve the resolution authorizing the Administration to enter into negotiations with the top ranked proposer, Burkhardt Construction, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the second highest ranked proposer, Skanska USA Building, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the third highest ranked proposer, Facchina Construction of Florida, LLC; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.

JLM/MT/EC/DM/AD

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RESOLUTIO	N NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-073-KB, FOR CONSTRUCTION MANAGER AT RISK (CMR) FOR CONSTRUCTION OF LINCOLN ROAD DISTRICT IMPROVEMENTS: AUTHORIZING ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BURKHARDT CONSTRUCTION, INC., AS THE TOP RANKED PROPOSER; FURTHER, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH BURKHARDT CONSTRUCTION, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH SKANSKA USA BUILDING, INC., AS THE SECOND HIGHEST RANKED PROPOSER; FURTHER, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH SKANSKA USA BUILDING, INC., **AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS** WITH FACCHINA CONSTRUCTION OF FLORIDA, LLC, AS THE THIRD HIGHEST RANKED PROPOSER AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Qualifications No. 2016-073-KB (the "RFQ") was issued on December 15, 2015, with an opening date of February 5, 2016; and

WHEREAS, a voluntary pre-proposal meeting was held on March 1, 2016; and

WHEREAS, the City received a total of five (5) proposals; and

WHEREAS, on April 15, 2016, the City Manager, via Letter to Commission (LTC) No. 170-2016, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- David Gomez, Senior Capital Projects Coordinator, Office of Capital Improvement Programs, City of Miami Beach
- Adrian Morales, Senior Administrative Manager, City of Miami Beach
- Jeff Weinstein, Director of Development, UIA Management, LLC

The City Manager also considered the following individuals as alternates:

- Diego Lopez Medina, Senior Capital Projects Coordinator, Office of Capital Improvement Programs, City of Miami Beach
- Ozzie Dominguez, General Manager, Terranova Corporation; and

WHEREAS, the Committee convened on May 9, 2016 to consider the proposals received; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, general information on the scope of services, references, and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the Committee's ranking was as follows: Burkhardt Construction, Inc., Skanska USA Building, Inc., and Facchina Construction of Florida, LLC; and

WHEREAS, after reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer, Burkhardt Construction, Inc.; further, should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second highest ranked proposer, Skanska USA Building, Inc.; further, should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the third highest ranked proposer, Facchina Construction of Florida, LLC.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Qualifications No. 2016-073-KB (the RFQ), For Construction Manager at Risk (CMR) For Construction of Lincoln Road District Improvements; authorize the Administration to enter into negotiations with Burkhardt Construction, Inc. as the top ranked proposer; further, should the Administration not be successful in negotiating an agreement with Burkhardt Construction, Inc., authorize the Administration to enter into negotiations with Skanska USA Building, Inc., as the second highest ranked proposer; further, should the Administration not be successful in negotiating an agreement with Skanska USA Building, Inc., authorize the Administration to enter into negotiations with Facchina Construction of Florida, LLC, as the third highest ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement, upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this	day of2016.	
ATTEST:	Philip Levine, Mayor	
Rafael E. Granado, City Clerk	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION	
	City Attorney RAP Date	(}

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND DRAFT A REIMBURSEMENT AND INDEMNITY AGREEMENT WITH FORT PARTNERS, LLC AND MIAMI BEACH MARINA ASSOCIATES, LTD. (COLLECTIVELY, THE "DEVELOPER"), TO PROVIDE FOR THE DEVELOPER'S REIMBURSEMENT OF THE CITY'S DUE DILIGENCE EXPENSES RELATING TO THE PROPOSED 300 ALTON ROAD PROJECT

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary:

On May 11, 2016, the City Commission referred a proposal submitted by counsel for Fort Partners, LLC and Miami Beach Marina Associates, Ltd. (collectively, the "Developer") for the redevelopment of the Miami Beach Marina property located at 300-400 Alton Road, Miami Beach, Florida (the "Property") to the City's Finance and Citywide Projects Committee and to the Land Use and Development Committee for consideration of various aspects of the proposal.

The City currently leases the Property to Miami Beach Marina Associates, Ltd., with the lease expiring on or about December 31, 2051 (the "Marina Lease"). The Developer has proposed that the City convey to the Developer the air rights and subterranean rights relating to the Property, to permit the construction of a mixed-use development consisting of two 350-400 foot high towers, with up to 250 residential units, 55,000 square feet of commercial uses, integrated subterranean parking, and a public green (the "Project"). At a minimum, the various components of the proposed Project include the following:

- an amendment to the City's existing Marina Lease with Miami Beach Marina Associates, Ltd.;
- a Development Agreement in accordance with Chapter 163, Florida Statutes;
- a Purchase and Sale Agreement for the air rights and subterranean rights relating to the Property;
- a management agreement for the public green, easement agreements, and other ancillary agreements with respect to the Project;
- amendments to the City's Comprehensive Plan to provide for an F.A.R. increase and permitted
 uses, and amendments to the Land Development Regulations ("LDR") to allow for additional uses,
 modifications to design criteria, F.A.R. and height increases for the Project; and
- voter referendum approval with respect to the (1) Marina Lease amendment; (2) sale of air rights/subterranean rights; and (3) F.A.R. increase requested by the Developer.

In the Developer's proposed term sheet submitted on or about May 12, 2016, the Developer offered to indemnify, defend and hold harmless the City with respect to any litigation relating to the Project, and to reimburse the City for outside counsel review and negotiation of the development agreement and related agreements.

The City's consideration of the proposed Project, and negotiation of the various agreements, will require the City to incur significant due diligence expenses, including appraisals of the air/subterranean rights, appraisal of the Marina lease, traffic study, outside counsel, environmental assessments, and other consultants and/or costs and expenses. At the June 3, 2016 Finance and Citywide Projects Committee, counsel for the Developer reiterated the Developer's offer to cover the City's transaction expenses. As an initial step, the Committee recommended that the Administration meet with the Developer and secure the Developer's agreement to the proposed reimbursement and indemnification of the City. The Finance Committee also recommended that the City initiate the process for obtaining the necessary appraisals.

Advisory Board Recommendation:

Financial Information:

Source of Funds: Amount			Account				
OBPI Total		TBD	Developer reimbursement of City's costs with respect to City's consideration of the proposed Project and related transactions.				
Financial Impact Summary:							

City Clerk's Office Legislative Tracking:

Sig	ın-	Of	fs	:
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Department Director	Assistant City Manager	City N	anager
	KGB 147	JLM_	17



AGENDATIEM RTM

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND DRAFT A REIMBURSEMENT AND INDEMNITY AGREEMENT WITH FORT PARTNERS, LLC AND MIAMI BEACH MARINA ASSOCIATES, LTD. (COLLECTIVELY, THE "DEVELOPER"), TO PROVIDE FOR THE DEVELOPER'S REIMBURSEMENT OF THE CITY'S DUE DILIGENCE EXPENSES RELATING TO THE PROPOSED 300 ALTON ROAD PROJECT (THE "PROJECT"), INCLUDING BUT NOT LIMITED TO REIMBURSEMENT OF COSTS AND EXPENSES FOR THE NECESSARY APPRAISALS, TRAFFIC STUDY, OUTSIDE COUNSEL, CONSULTANTS AND OTHER THIRD-PARTY COSTS AND EXPENSES RELATING TO THE PROJECT; AUTHORIZING THE CITY MANAGER TO ENGAGE THE NECESSARY APPRAISERS FOR THE PROJECT; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE SAID REIMBURSEMENT AND INDEMNITY AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS WITH THE DEVELOPER.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

N/A

FUNDING

Developer reimbursement of City's costs with respect to City's consideration of the proposed Project and related transactions.

BACKGROUND

On May 11, 2016, the City Commission considered Agenda Item C4D, a referral to the Finance and Citywide Projects Committee relating to a proposal submitted by counsel for Fort Partners, LLC and Miami Beach Marina Associates, Ltd. (collectively, the "Developer") for the redevelopment of the Miami Beach Marina property located at 300-400 Alton Road, Miami Beach, Florida (Folios # 02-4203-000-0010, 02-4203-009-9210 and 02-4203-009-9250) (the "Property"). The City currently leases the Property to Miami Beach Marina Associates, Ltd., with the lease expiring on or about December 31, 2051 (the "Marina Lease"). The Developer has proposed that the City convey to the Developer the air rights and subterranean rights relating to the Property, to permit the construction of a mixed-use development consisting of two 350-400 foot high towers, with up to 250 residential units, 55,000 square feet of commercial uses, integrated subterranean parking, and a public green (the "Project").

300 Alton Road Project June 8th, 2016 Page 2

At a minimum, the various components of the proposed Project include the following:

- an amendment to the City's existing Marina Lease with Miami Beach Marina Associates, Ltd.;
- a Development Agreement in accordance with Chapter 163, Florida Statutes;
- a Purchase and Sale Agreement for the air rights and subterranean rights relating to the Property;
- a management agreement for the public green, easement agreements, and other ancillary agreements with respect to the Project;
- amendments to the City's Comprehensive Plan to provide for an F.A.R. increase and permitted uses, and amendments to the Land Development Regulations ("LDR") to allow for additional uses, modifications to design criteria, F.A.R. and height increases for the Project; and
- voter referendum approval with respect to the (1) Marina Lease amendment; (2) sale of air rights/subterranean rights; and (3) F.A.R. increase requested by the Developer.

On May 11, 2016, the Mayor and City Commission referred the proposed Project to the Finance and Citywide Projects Committee ("Finance Committee") for direction as to the Marina lease amendment, conveyance of air/subterranean rights, and the Development Agreement, and referred a companion item (Agenda Item R9J) to the City's Land Use and Development Committee for consideration of the associated LDR amendments.

The City's consideration of the proposed Project, and negotiation of the various agreements, will require the City to incur significant due diligence expenses, including with respect to appraisals of the air/subterranean rights, appraisal of the Marina lease, traffic study, outside counsel, environmental assessments, and other consultants and/or costs and expenses.

In the Developer's proposed term sheet submitted on or about May 12, 2016, attached as Exhibit "1" hereto, the Developer offered to indemnify, defend and hold harmless the City with respect to any litigation relating to the Project, and to reimburse the City for outside counsel review and negotiation of the development agreement and related agreements.

At the June 3, 2016 Finance and Citywide Projects Committee, counsel for the Developer reiterated the Developer's offer to cover the City's transaction expenses. As an initial step in the process, the Committee recommended that the Administration meet with the Developer and secure the Developer's agreement to the proposed reimbursement and indemnification of the City. The Finance Committee also recommended that the City initiate the process for obtaining the necessary appraisals.

The Administration concurs in the Finance and Citywide Projects Committee's recommendation.

CITY MANAGER'S RECOMMENDATION

The Administration recommends that the Mayor and City Commission authorize the City Manager and City Attorney to negotiate and draft a reimbursement and indemnity agreement with Fort Partners, LLC and Miami Beach Marina Associates, Ltd. (collectively, the "Developer"), to provide for the Developer's reimbursement of the City's due diligence expenses relating to the proposed 300 Alton Road project (the "Project"), including but not limited to reimbursement of costs and expenses for the necessary appraisals, traffic study, outside counsel, consultants and other third-party costs and expenses relating to the Project; authorizing the City Manager to engage the necessary appraisers for the Project; and further

300 Alton Road Project June 8th, 2016 Page 3

authorizing the City Manager and City Clerk to execute said reimbursement and indemnity agreement upon conclusion of successful negotiations with the developer.

JLM/KB/RP

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND DRAFT A REIMBURSEMENT AND INDEMNITY AGREEMENT WITH FORT PARTNERS, LLC AND MIAMI BEACH MARINA ASSOCIATES, LTD. (COLLECTIVELY, THE "DEVELOPER"), TO PROVIDE FOR THE DEVELOPER'S REIMBURSEMENT OF THE CITY'S DUE DILIGENCE EXPENSES RELATING TO THE PROPOSED 300 ALTON ROAD NOT LIMITED TO "PROJECT"), INCLUDING BUT PROJECT (THE REIMBURSEMENT OF COSTS AND EXPENSES FOR THE NECESSARY APPRAISALS, TRAFFIC STUDY, OUTSIDE COUNSEL, CONSULTANTS AND OTHER THIRD-PARTY COSTS AND EXPENSES RELATING TO THE PROJECT; AUTHORIZING THE CITY MANAGER TO ENGAGE THE NECESSARY APPRAISERS FOR THE PROJECT; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE SAID REIMBURSEMENT AND AGREEMENT UPON CONCLUSION OF SUCCESSFUL INDEMNITY **NEGOTIATIONS WITH THE DEVELOPER.**

WHEREAS, Fort Partners, LLC and Miami Beach Marina Associates, Ltd. (collectively, the "Developer"), have submitted a proposal to the City for the redevelopment of the Miami Beach Marina property located at 300-400 Alton Road, Miami Beach, Florida (Folios # 02-4203-000-0010, 02-4203-009-9210 and 02-4203-009-9250) (the "Property"); and

WHEREAS, the City currently leases the Property to Miami Beach Marina Associates, Ltd., with the lease term expiring on or about December 31, 2051 (the "Marina Lease"); and

WHEREAS, the Developer has proposed that the City convey to the Developer the air rights and subterranean rights relating to the Property, to permit the construction of a mixed-use development consisting of two 350-400 foot high towers, with up to 250 residential units, 55,000 square feet of commercial uses, integrated subterranean parking, and a public green (the "Project");

WHEREAS, at a minimum, the various components of the proposed Project include the following:

- an amendment to the City's existing Marina Lease with Miami Beach Marina Associates, Ltd.:
- a Development Agreement in accordance with Chapter 163, Florida Statutes;
- a Purchase and Sale Agreement for the air rights and subterranean rights relating to the Property;
- a management agreement for the public green, easement agreements and other ancillary agreements with respect to the Project;
- amendments to the City's Comprehensive Plan to provide for an F.A.R. increase and permitted uses, and amendments to the Land Development Regulations ("LDR") to allow for additional uses, modifications to design criteria, F.A.R. and height increases for the Project; and
- voter referendum approval with respect to the (1) Marina Lease amendment; (2) sale of air rights/subterranean rights; and (3) F.A.R. increase requested by the Developer; and

WHEREAS, on May 11, 2016, the Mayor and City Commission referred the proposed Project to the Finance and Citywide Projects Committee ("Finance Committee") for direction as to the lease amendment, conveyance of air/subterranean rights, and the Development Agreement; and referred a companion item (Agenda Item R9J) to the City's Land Use and Development Committee for consideration of the associated LDR amendments; and

WHEREAS, the City's consideration of the proposed Project, and negotiation of the various agreements, will require the City to incur significant due diligence expenses, including with respect to appraisals of the air/subterranean rights, appraisal of the Marina Lease, traffic study, outside counsel, environmental assessments, and other consultants and/or costs and expenses; and

WHEREAS, the Developer has offered to indemnify, defend and hold harmless the City with respect to any litigation relating to the Project, and to reimburse the City for outside counsel review and negotiation of the development agreement and related agreements; and

WHEREAS, at the June 3, 2016 Finance Committee, the Committee recommended that the Administration meet with the Developer and secure the Developer's agreement to the proposed reimbursement and indemnification of the City, and recommended that the City initiate the process for obtaining the necessary appraisals.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby authorize the City Manager and City Attorney to negotiate and draft a reimbursement and indemnity agreement with Fort Partners, LLC and Miami Beach Marina Associates, Ltd. (collectively, the "Developer"), to provide for the Developer's reimbursement of the City's due diligence expenses relating to the proposed 300 Alton Road project (the "Project"), including but not limited to reimbursement of costs and expenses for the necessary appraisals, traffic study, outside counsel, consultants and other third-party costs and expenses relating to the Project; authorizing the City Manager to engage the necessary appraisers for the Project; and further authorizing the City Manager and City Clerk to execute said reimbursement and indemnity agreement upon conclusion of successful negotiations with the developer.

ATTEST:		
Rafael Granado, City Clerk	Philip Levine, Mayor	

PASSED AND ADOPTED this ____ day of June, 2016.

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

MBM / Fort Partners, LLC – Proposed Development Agreement with City of Miami Beach

I. Recitals.

- a. The Property at issue is known as the Miami Beach Marina site, located at 300 400 Alton Road, Miami Beach, Florida (Folios # 02-4203-000-0010, 02-4203-009-9210 and 02-4203-009-9250), which is approximately 165,000 sq. ft. in size.
- b. The Property is designated for "Public Facility" use under the City's Comprehensive Plan.
- c. The Property is zoned "GU" Civic and Government use.
- d. The Property is owned by the City of Miami Beach.
- e. Miami Beach Marina Associates, Ltd. (MBM) is the long term lessee of the Property, under a lease document originally executed June 24, 1983, and subsequently amended. MBM has formed a joint venture with Fort Partners, LLC, to be known as 300 Alton Upland Development, LLC (300 Alton), and the joint venture will be responsible for the redevelopment of the Property.
- f. 300 Alton has requested that the City of Miami Beach (City) convey to it the air rights described in Exhibit A [TO BE PROVIDED] attached hereto (the "Air Rights"), subject to the matters set forth in this term sheet.
- g. Upon transfer, the Property collectively with the Air Rights shall be known as the "Property".
- h. 300 Alton intends to develop and construct a mixed-use development on the Property, to include the following elements:
 - 1. Up to 250 residential units.
 - 2. Approximately 55,000 square feet of commercial uses,
 - 3. Integrated subterranean parking, and
 - 4. A public green.

(hereinafter, the "Project"). The Project shall be further delineated in a Chapter 163, Florida Statutes development agreement, to be negotiated between the City and 300 Alton (the "Development Agreement"), and pursuant to applicable land use approvals.

II. Voluntary Contribution.

- a. 300 Alton has offered a voluntary public contribution of \$100 Million (hereinafter the "Voluntary Contribution") to the City in connection with the Air Rights transfer. All funds shall be deposited in the City of Miami Beach Transportation Trust Fund, and allocated to public transportation and/or transit projects, as shall be determined by the City Commission, in its sole and reasonable discretion.
- b. The Parties acknowledge and agree that payment of the Voluntary Contribution is subject to approval by a majority vote of the voters in a City-wide referendum of all three ballot questions relating to the Project: the proposed FAR; amendment and extension of the lease for the Property; and the Air Rights transfer.

III. Payments and Timing. MBM shall pay the Voluntary Contribution to the City as follows:

- a. 300 Alton will make the initial payment, in the amount of \$10,000,000, within ten (10) business days following the City Commission's final approval of the (i) ordinance amending Section 142-425 of the City Code to incorporate 300 Alton's proposed height and FAR for the Project (the "Zoning Ordinance"); (ii) ordinance amending the PF provisions of the land use element of the City's comprehensive plan to reflect 300 Alton's proposed height and FAR for the Project (the "Plan Amendment"); and (iii) the Development Agreement. This payment will be non-refundable, subject to the matters set forth in Section V.e. below. Notwithstanding the foregoing, in the event that a third party (unrelated or unaffiliated with the City or 300 Alton) institutes a legal proceeding in a court of competent jurisdiction (the "Lawsuit") challenging the validity of the Zoning Ordinance, Plan Amendment, or the Development Agreement, then 300 Alton shall not be required to make such initial payment until thirty (30) days after the Lawsuit has been completed and finally disposed of in a manner that sustains the validity of the challenged actions.
- b. 300 Alton will pay the City \$50 Million on the earlier of: (i) within ten (10) business days of the issuance of a full building permit for the Project; (ii) November 6, 2019; or (iii) [INSERT MILESTONE FOR CITY FUNDING OF TRANSIT SYSTEM]. The City will transfer the Air Rights to 300 Alton as of the date 300 Alton makes the \$50 Million payment. The \$50 Million payment shall be non-refundable.
- c. 300 Alton will pay the City the remaining \$40 million no later than thirty (30) days prior to commencement of construction of the City's transit system. The \$40 Million payment shall also be non-refundable.

IV. The Public Green.

- a. 300 Alton's application to the Design Review Board for Project approval shall include design plans (the "Public Green Plans") for The Public Green component of the Project ("The Public Green"). The Public Green shall constitute approximately 47,500 square feet (including the Baywalk) of the Property and shall consist of landscaping and hardscape improvements; lighting; irrigation for landscaping; outdoor seating and other outdoor furniture; sidewalk; Cityapproved signage such as directional signage, access signage and similar signs (excluding private signage); rest rooms and other similar facilities.
- b. The Public Green shall be open to the public no later than the date a CO is issued for the Project.
- c. 300 Alton shall be solely responsible for all costs and work associated with The Public Green improvements (including, without limitation, the design, permitting and construction), which improvements shall include, but not be limited to, resurfacing, drainage, landscaping, hardscaping, sidewalks, irrigation, signage, and lighting.
- d. 300 Alton shall be responsible for the safety, security and maintenance of The Public Green.
- V. <u>Development Agreement.</u> The above terms and other matters will be incorporated into the Development Agreement, which will also include, at a minimum, the following additional terms:
 - a. The parties will enter into a Management Agreement for The Public Green, allowing 300 Alton to develop, maintain, pave, drain, light, landscape, and install street furniture in the Public Green Space in order to assure that it remains public.
 - b. 300 Alton will be responsible for submitting and obtaining any and all final, non-appealable development approvals for the Project (e.g., Design Review Board, Planning Board, Board of Adjustment). 300 Alton agrees and acknowledges that any such development approvals are subject to, and conditioned upon, approval by applicable development boards, in their sole and reasonable discretion.
 - c. Except as to involuntary transfers (as shall be defined in the Development Agreement and which will include, without limitation, foreclosure transfers and transfers in lieu of foreclosure), 300 Alton shall not be entitled to assign or transfer its rights under the Development Agreement until after the earlier of (i) issuance of a Certificate of Occupancy ("CO") for the Project, or (ii) the payment of all of the Voluntary Contribution. Any such transferee shall assume all remaining obligations of 300 Alton under the Development Agreement, including without limitation, 300 Alton's obligation to improve the Public Green Space as

- set forth in Section IV, above. The provisions of Subsection V.e., below, will not apply to this Subsection.
- d. Except as to 300 Alton's obligation to make the Voluntary Contribution payments in accordance with Section III, above, time periods will be tolled due to force majeure (strikes, lockouts, acts of God, and other causes beyond the control of either party); appeals or other judicial or administrative challenges to Project approvals; and delays in obtaining permits from other governmental agencies. Notwithstanding the foregoing, in the event that a third party (unrelated or unaffiliated with the City or 300 Alton) files a Lawsuit challenging the validity of the Air Rights transfer, Zoning Ordinance, Plan Amendment, or the Development Agreement, then 300 Alton shall not be required to make Voluntary Contribution payments (under Section III, above) and the City shall not be required to effectuate the Air Rights transfer, until thirty (30) days after the Lawsuit has been completed and finally disposed of in a manner that sustains the validity of the challenged actions. If the Lawsuit is still pending for more than thirty-six (36) months after approval of the Development Agreement, Air Rights transfer, Zoning Ordinance, and Plan Amendment, then (i) either party to the Development Agreement, at its option, may elect to rescind the Air Rights transfer and terminate the Development Agreement, without cause; (ii) no further payment of the Voluntary Contribution shall be due and City shall return to 300 Alton any Voluntary Contribution payment previously received; (iii) the Air Rights transfer shall not be effectuated; and (iv) the City and 300 Alton shall have no further obligation and/or liability to each other.
- e. Notwithstanding the foregoing, 300 Alton shall defend, indemnify, and hold the City harmless should any Lawsuit be filed.
- VI. <u>Outside Counsel Review.</u> 300 Alton agrees to reimburse the City for any attorney's fees incurred by the City for outside counsel's review and negotiation of the Development Agreement, and related agreements, not to exceed reasonable amounts, as mutually agreed upon by the Parties (which counsel shall be selected and approved by the City Attorney).

MBM / Fort Partners, LLC Proposed 5th Amendment to Marina Lease

I. Recitals.

- a. The Property at issue is known as the Miami Beach Marina site, located at 300 400 Alton Road, Miami Beach, Florida (Folios # 02-4203-000-0010, 02-4203-009-9210 and 02-4203-009-9250), which is approximately 165,000 sq. ft. in size.
- b. The Property is designated for "Public Facility" use under the City's Comprehensive Plan.
- c. The Property is zoned "GU" Civic and Government use.
- d. The Property is owned by the City of Miami Beach.
- e. Miami Beach Marina Associates, Ltd. (Lessee) is the long term lessee of the Property, under a lease document (the "Marina Lease") originally executed on June 24, 1983, as amended through April 15, 1998.
- f. MBM has requested that the City of Miami Beach (City) agree to a further amendment of the Marina Lease, as set forth herein.

II. <u>Lease Term.</u>

The Initial Term for Area 1 and the right to use Area 2 shall be modified to begin on January 1st of the year after issuance of the first C.O. for the "Replacement Facilities," as defined below.

III. Rental Payment.

Lessee shall continue to pay the greater of:

- a. Base Rent of \$320,000, or
- b. Annual Percentage Rent of:
 - 1. Two cents per gallon of gasoline or diesel;
 - 2. 10% of all other Gross Receipts during each Lease Year throughout the Term of the Lease and any extensions thereof.

IV. Redevelopment.

- a. As part of the redevelopment of the Property the Lessee shall be authorized to demolish the existing upland improvements on Area 1, subject to the Lessee agreeing to pay not less than the same amount of percentage rent generated from the upland facilities during the last lease year prior to the demolition of the upland facilities on Area 1 throughout the construction period for the redevelopment of Area 1 until the Certificate of Occupancy for the Replacement Facilities as described below is issued.
- b. Redevelopment of the Area 1 property shall include not less than approximately 55,000 SF of replacement revenue producing upland facilities containing a mix of uses that may include marina and or neighborhood serving retail uses and restaurants; office and similar uses but shall not include any bars or night clubs or other uses prohibited by the Marina Lease, new public open space facilities and access ways (the "Replacement Facilities").
- c. The Replacement Facilities shall also include not less than _____ subterranean parking spaces to replace the existing spaces and shall include appropriate drop off and valet and service facilities necessary to serve the Marina and related facilities.
- d. The Marina Lessee shall remain responsible, in accordance the with the Marina Lease, the Parking Agreements and the Fifth Amendment for the maintenance and operation of the parking facilities serving the marina, the Baywalk, and the Replacement Facilities to be developed on Area 1 including but not limited to the new public open facilities and access ways.
- e. The Marina Lessee consents to the City's sale and conveyance of the air and development rights above elevation _____ and the subterranean rights below elevation _____ of the Area 1 Property to 300 Alton Upland Development, LLC ("300 Alton") for its development of approximately 250 condominium dwelling units, the Replacement Facilities along with subterranean parking for all of the uses, subject to the creation of reciprocal easements and covenants addressing the respective needs of the City, the Marina Lessee and 300 Alton including but not limited to:
 - 1. Access including pedestrian, vehicular and service;

- 2. Parking;
- 3. Structural support;
- 4. Utilities;
- 5. All required back of house support facilities for each party; and
- 6. Appropriate structures and entities for the long term operation, maintenance and cost sharing for the subterranean facilities.
- **VI.** <u>Outside Counsel Review.</u> Lessee agrees to reimburse the City for any attorney's fees incurred by the City for outside counsel's review and negotiation of the 5th Amendment, and related agreements, not to exceed reasonable amounts, as mutually agreed upon by the Parties (which counsel shall be selected and approved by the City Attorney).

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The City Manager To Approve And Execute The Supplemental Work Order With Shiff Construction And Development, Inc., For Replacement Of The HVAC System At The North Beach Senior Center Facility Project Utilizing The Competitively Bid National Joint Powers Alliance (NJPA) Cooperative Contract In The Amount Of \$335,682 For Construction, Plus Owner's Contingency In The Amount Of \$10,000 For A Total Of \$345,682 Partially Utilizing Previously Appropriated Funds And Funding Subject To The 6th Amendment To The FY 15/16 Capital Budget.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc: The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:

The HVAC system at the North Beach Senior Center has demonstrated significant operational problems including, without limitation, failing to properly cool the facility, and its useful life has been severely shortened, due to construction defects.

At the January 13, 2016 Commission Meeting, the Commission discussed the North Beach Senior Center/HVAC-Related Matters. During this discussion, the City Attorney advised that the City had initiated a pre-suit construction defect claim with the original contractor and if this situation becomes contentious, litigation may take some time. In the interim, because summer is approaching and the facility is a City-owned building, the Commission directed staff to address the repairs.

At the February 10, 2016 Commission Meeting, the Commission adopted the third amendment to the capital budget for fiscal year 2015/16. This amendment provided funding to the HVAC at the North Beach Senior Center of \$250,000.

In the interest of time, in order to provide the preceding repairs for the use and benefit of the residents, the City elected to expedite this project and utilize the Indefinite Quantity Contract (IQC) process. The IQC process, which is used extensively by local, state and federal governmental agencies throughout the United States, expedites the delivery of construction projects. The City, as a governmental agency member, is authorized to utilize the IQC contract for construction services competitively awarded by the National Joint Powers Alliance (NJPA) to the Gordian Group, the Managers of IQC.

Through the NJPA process, Shiff Construction and Development, Inc., was identified as the Contractor that has the qualifications and experience in performing the identified scope. On February 11, 2016 an initial work order, in the amount of \$10,133.95 was executed with the contractor for professional services to study, evaluate and prescribe corrective action to address defects and deficiencies with the existing HVAC system.

On March 17, 2016, the City met with the Contractor to review findings from its assessment. It was concluded that significant corrective action would be required in order for the HVAC system to function properly.

The Contractor submitted a supplemental work order, utilizing the NJPA cooperative contract system (Exhibit A), which was further discussed and negotiated for a total amount of \$335,682 for the replacement and remediation of the HVAC system at the North Beach Senior Center.

The proposed remedial work will include the replacement and repair of system components to address deficiencies identified following the completion of the North Beach Senior Center Project. This will involve replacement of all existing air handlers and condensing units, including relocating and converting the existing horizontal unit into a vertical unit. In addition, a new energy management system will be provided.

The IQC proposal received exceeds the \$250,000 threshold limit approved by the City Commission for projects through the NJPA IQC contract award. Accordingly, approval is required to exceed the \$250,000 project threshold limit in order to move forward with the completion of this project. The amount to be approved is \$335,682, plus owner's contingency in the amount of \$10,000, for a total of \$345,682 for this supplemental work order.

The cost proposal was reviewed and analyzed by CIP and the Gordian Group and was found to be fair and reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Source of		Amount	Account
Funds:	1.	\$239,866	125-6136-000674 Renewal & Replacement Fund 125
	2.	\$105,816	Subject to the 6 th Amendment to the Capital Budget
OBP	Total	\$345,682	Total

City Clerk's Office Legislative Tracking:

Sign-Offs:		N	
Department pirector	Assistant City Manager	City Ma	nager
DM	ETC	JLM_	10.

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Opmmission

FROM:

Jimmy Morales, City Manager

DATE:

June 08, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE THE SUPPLEMENTAL WORK ORDER WITH SHIFF CONSTRUCTION AND DEVELOPMENT, INC., REPLACEMENT OF THE HVAC SYSTEM AT THE NORTH BEACH SENIOR CENTER FACILITY PROJECT UTILIZING THE COMPETITIVELY BID NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE CONTRACT IN THE AMOUNT OF \$335,682 FOR CONSTRUCTION, PLUS OWNER'S CONTINGENCY IN THE AMOUNT OF \$10,000 FOR A TOTAL OF \$345,682 PARTIALLY UTILIZING PREVIOUSLY APPROPRIATED FUNDS AND FUNDING SUBJECT TO THE 6TH AMENDMENT TO THE **FY 15/16 CAPITAL BUDGET**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

KEY INTENDED OUTCOME

Build and maintain priority infrastructure with full accountability.

FUNDING

\$239,866

Renewal & Replacement Fund 125

\$105,816

Subject to the 6th Amendment to the Capital Budget

\$345,682

BACKGROUND

The HVAC system at the North Beach Senior Center has demonstrated significant operational problems including, without limitation, failing to properly cool the facility, and its useful life has been severely shortened, due to construction defects.

At the January 13, 2016 Commission Meeting, the Commission discussed the North Beach Senior Center/HVAC-Related Matters. During this discussion, the City Attorney advised that the City had initiated a pre-suit construction defect claim with the original contractor and if this situation becomes contentious, litigation may take some time. In the interim, because summer is approaching and the facility is a City-owned building, the Commission directed staff to address the repairs.

At the February 10, 2016 Commission Meeting, the Commission adopted the third amendment to the capital budget for fiscal year 2015/16. This amendment provided funding to the HVAC at the North Beach Senior Center of \$250,000.

City Commission Memorandum –Authorization To Use Existing NJPA Contract for North Beach Senior Center HVAC System Repairs June 08, 2016 Page 2 of 2

In the interest of time, in order to provide the preceding repairs for the use and benefit of the residents, the City elected to expedite this project and utilize the Indefinite Quantity Contract (IQC) process. The IQC process, which is used extensively by local, state and federal governmental agencies throughout the United States, expedites the delivery of construction projects. The City, as a governmental agency member, is authorized to utilize the IQC contract for construction services competitively awarded by the National Joint Powers Alliance (NJPA) to the Gordian Group, the Managers of IQC.

Through the NJPA process, Shiff Construction and Development, Inc., was identified as the Contractor that has the qualifications and experience in performing the identified scope. On February 11, 2016 an initial work order, in the amount of \$10,133.95 was executed with the contractor for professional services to study, evaluate and prescribe corrective action to address defects and deficiencies with the existing HVAC system.

On March 17, 2016, the City met with the Contractor to review findings from its assessment. It was concluded that significant corrective action would be required in order for the HVAC system to function properly.

ANALYSIS

The Contractor submitted a supplemental work order, utilizing the NJPA cooperative contract system (Exhibit A), which was further discussed and negotiated for a total amount of \$335,682 for the replacement and remediation of the HVAC system at the North Beach Senior Center.

The proposed remedial work will include the replacement and repair of system components to address deficiencies identified following the completion of the North Beach Senior Center Project. This will involve replacement of all existing air handlers and condensing units, including relocating and converting the existing horizontal unit into a vertical unit. In addition, a new energy management system will be provided.

The IQC proposal received exceeds the \$250,000 threshold limit approved by the City Commission for projects through the NJPA IQC contract award. Accordingly, approval is required to exceed the \$250,000 project threshold limit in order to move forward with the completion of this project. The amount to be approved is \$335,682, plus owner's contingency in the amount of \$10,000, for a total of \$345,682 for this supplemental work order.

The cost proposal was reviewed and analyzed by CIP and the Gordian Group and was found to be fair and reasonable.

CONCLUSION

The Administration recommends the approval of the Resolution.

Attachments:

Exhibit A – Shiff Construction and Development, Inc. Cost Proposal-Supplemental Work Order.

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RESOL	UTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE THE SUPPLEMENTAL WORK ORDER WITH SHIFF CONSTRUCTION DEVELOPMENT, INC., FOR REPLACEMENT OF THE HVAC SYSTEM AT THE NORTH BEACH SENIOR CENTER FACILITY PROJECT LOCATED AT 7231 COLLINS AVE, UTILIZING THE COMPETITIVELY BID NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE CONTRACT. IN THE AMOUNT OF \$335,682, FOR CONSTRUCTION COSTS, PLUS OWNER'S CONTINGENCY IN THE AMOUNT OF \$10,000 FOR A TOTAL COST OF \$345,682, PARTIALLY UTILIZING **PREVIOUSLY** APPROPRIATED FUNDS AND FUNDING SUBJECT TO A 6TH AMENDMENT TO THE FY 15/16 CAPITAL BUDGET

WHEREAS, the HVAC system at the North Beach Senior Center located at 7231 Collins Ave, has demonstrated significant operational problems including, without limitation, failing to properly cool the facility, and its useful life has been severely shortened, due to construction defects; and

WHEREAS, at the January 13, 2016 Commission Meeting, the Commission discussed the North Beach Senior Center/HVAC-Related Matters and during this discussion, the City Attorney advised that the City had initiated a pre-suit construction defect claim with the original contractor and if this situation becomes contentious, litigation may take some time; and

WHEREAS, in the interim, because summer is approaching and the seniors utilizing the facility could be harmed, and as the facility is a City-owned building, the Commission directed staff to address the repairs; and

WHEREAS, at the February 10, 2016 Commission Meeting, the Commission adopted the third amendment to the capital budget for fiscal year 2015/16, providing \$250,000 in funding to the HVAC for the North Beach Senior Center; and

WHEREAS, in order to provide the preceding repairs for the use and benefit of the residents, the City elected to expedite this project and utilize the Indefinite Quantity Contract (IQC) process; and whereas the IQC process, which is used extensively by local, state and federal governmental agencies throughout the United States, expedites the delivery of construction projects; and

WHEREAS, the City, as a governmental agency member, is authorized to utilize the IQC contract for construction services competitively awarded by the National Joint Powers Alliance (NJPA) to the Gordian Group, the Managers of IQC; and

WHEREAS, through the NJPA process, Shiff Construction and Development, Inc., was identified as the Contractor that has the qualifications and experience in performing the identified scope of services; and whereas on February 11, 2016 an initial work order, in the amount of \$10,133.95 was executed with the contractor for professional services to study, evaluate and prescribe corrective action to address defects and deficiencies with the existing HVAC system; and

WHEREAS, on March 17, 2016, the City met with the Contractor to review findings from its assessment and it was concluded that significant corrective action would be required in order for the HVAC system to function properly; and

WHEREAS, the Contractor submitted a supplemental work order, utilizing the NJPA cooperative contract system, which was further discussed and negotiated for a total cost amount of \$335,682, for the replacement and remediation of the HVAC system at the North Beach Senior Center; and

WHEREAS, the proposed remedial work will include the replacement and repair of system components to address deficiencies identified following the completion of the North Beach Senior Center Project and will involve replacement of all existing air handlers and condensing units, including relocating and converting the existing horizontal unit into a vertical unit.

WHEREAS, in addition, a new energy management system will be provided; and

WHEREAS, the IQC proposal received exceeds the \$250,000 threshold limit approved by the City Commission for projects through the NJPA IQC contract award, accordingly, City Commission approval is required when the amount under the NJPA exceeds the \$250,000 project threshold limit; and

WHEREAS, the Administration supports the approval of the NJPA at \$335,682, plus owner's contingency in the amount of \$10,000, for a total of \$345,682 for this supplemental work order.

NOW,THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA authorizing the City Manager to approve and execute the supplemental work order with Shiff Construction and Development, Inc., for replacement of the HVAC System at the North Beach Senior Center Facility Project located at 7231 Collins Ave, utilizing the competitively bid National Joint Powers Alliance (NJPA) cooperative contract, in the amount of \$335,682, for construction costs, plus owner's contingency in the amount of \$10,000 for a total cost of \$345,682, partially utilizing previously appropriated funds and funding subject to a 6th Amendment to the FY 15/16 Capital Budget.

PASSED and ADOPTED this	day of	, 2016.
ATTEST:	PHII	LIP LEVINE, MAYOR
RAFAEL E. GRANADO, CITY CLERK		APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION City Attorney; WG Cit



Work Order Signature Document

	NJPA EZIQC Co	ontract No.: FL06-0)22912-SCD	
	New Work Order	X Modify an E	xisting Work Order	
Work Order Numb	er.: 038333.01	Work Order Date:	05/20/2016	
Work Order Title:	Senior Center HVAC Supplement	ntal		
Owner Name:	City of Miami Beach	Contractor Name:	Shiff Construction & Development, Inc.	
Contact:	Elizabeth Estevez	Contact:	Justen Shiff	
Phone:	305-673-7071	Phone:	9545242575	
EZIQC Contract Noner E	ned as per the Final Detailed Scope of p FL06-022912-SCD.		per the terms and conditions of NJPA FI 33141	
Time of Perform	Estimated Completetion		X	
	se Order Number:			
Approvals				
Jimmy L. Morales,	City Manager	Date Contracto	r	Date
			artinez, P.E., CIP Director	Date



Detailed Scope of Work

Scope of Work

То:	Justen Shiff Shiff Construction	n & Development, Inc.		From:	Elizabeth Estevez City of Miami Beach	
	1350 NE 56th St	•			1700 Convention Center Drive	
	Fort Lauderdale, 9545242575	FL 33334			Miami Beach, FL 33139 305-673-7071	
Date	Printed:	May 20, 2016				
Work	Order Number:	038333.01				
Work	Order Title:	Senior Center HVAC	Supplemental			
Brief	Scope:	Senior Center HVAC 33141	Renovation located on	7231 Co	ollins Avenue. Miami Beach FI	_
	Preliminar	у	Revised		X Final	_
		il the scope of work as considered part of this s		All require	ements necessary to accomplish the items	-
depar Const Projec	tment and acquire ruction schedule work is estimated to be	the appropriate building	g permits. All efforts munn the PO issued date a	ust be coo nd the de	need to present plans to the building ordinated with the CIP department. elivery of the equipment to the project site.	
Contra	actor			Date	_	
Jimmy	y L. Morales, City M	1 anager		Date	_	
David	Martinez, P.E., CII	P Director		Date	_	

Page 1 of 1 5/20/2016

Contractor's Price Proposal - Summary

Date:

May 20, 2016

Re:

IQC Master Contract #:

FL06-022912-SCD

Work Order #:

038333.01

Owner PO #:

Title: Contractor: Senior Center HVAC Supplemental

Shiff Construction & Development, Inc.

Proposal Value: \$335,681.14

Bond	\$6,968.69
Controls	\$27,988.45
Drywell	\$649.71
Electrical	\$14,964.81
Engineering Design	\$9,777.63
Equipment	\$247,775.48
GC	\$4,523.59
HVAC	\$14,484.01
Refrig Piping	\$3,926.10
Relief Vent	\$2,657.76
T&B	\$1,964.91
Proposal Total	\$335,681.14

ThisI total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date:

May 20, 2016

Re:

IQC Master Contract #:

FL06-022912-SCD

Work Order #:

038333.01

Owner PO #:

Title:

Senior Center HVAC Supplemental

Contractor:

Shiff Construction & Development, Inc.

Proposal Value:

\$335,681.14

	Sect.	ltem	Mod.	UOM	Description	Line Total
abor	Equip.	Material	(Excludes)			
Bond						
1	01 22 16	8 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$6,968.69
				Installati	Quantity Unit Price Factor Total	
					6,574.24 × 1.00 × 1.0600	
				Bond fe	e of 2% on \$328,712.45	
Subto	tal for Bo	ond				\$6,968.69
Contr					***	
2	23 09 23	3 00 0004		HR	EMCS Engineering Project Management	\$2,551.69
				Installati	Quantity Unit Price Factor Total on 20.00 x 106.02 x 1.2034 = 2,551.69	
				PM sen	rices for controls systems design and testing	
3	23 09 23	3 00 0020		EA	Mount An AHU Control Enclosure On Block, Masonry Or Gypsum Wall	\$467.88
				Installati	Quantity Unit Price Factor Total on 4.00 x 97.20 x 1.2034 = 467.88	
4	23 09 23	3 00 0021		EA	Install AHU Power Supply In A Control Enclosure	\$340.23
				Installati	Quantity Unit Price Factor Total on 4.00 x 70.68 x 1.2034 = 340.23	
5	23 09 23	3 00 0033		EA	Install And Wire Emergency Stop Switch For AHU Or Other Equipment	\$170.11
				Installati	Quantity Unit Price Factor Total on 4.00 x 35.34 x 1.2034 = 170.11	
6	23 09 23	3 00 0038		EA	Install And Wire AHU Damper Actuator	\$510.34
				Installati	Quantity Unit Price Factor Total on 4.00 x 106.02 x 1.2034 = 510.34	
7	23 09 23	3 00 0108		EA	Network Area Java Controller Supporting 126 Devices (Honeywell WC2003B2004)Includes 128 MB RAM / 32 MB Flash, 10/100 MB ethernet port, 1 minimum RS-232 serial ports, 1 minimum RS-485 electrically isolated ports, 1 LonWorks port (supports 126 devices), and web user interface software. Quantity Unit Price Factor 1.00 x 5,649.27 x 1.2034 = 6,798.33	\$6,798.33

Work Order Number: 038333.01

Work Order Title:

			00 0159	EA 6 A0	o, o Ai, o DO Aila c	Diviedi	um Programmabl	e Controll	er Assemblies		\$4,943.54
				Installation	Quantity 2.00	x	Unit Price 2,053.99	x	Factor 1.2034	Total 4,943.54	
				Allow for (2) S	hneider electric roc	m contro	ollers.				
9	23 09	9 23	00 0236	com total	c Application Progr mand priorities, ala ization, schedules, oints, ventilation ar	rms, tren calendar	ids for analog and s, special events	d digital po , occupied	pints, energy		\$1,443.41
				wate	er reset program, co	ondenser	. •	ram, and f	•		
				Installation	Quantity 1.00	x	Unit Price 1,199.44	x	Factor 1.2034 =	Total 1,443.41	
10	23 09	23	00 0622		Server Limited Po rer Front End (Delta				elta Controls Web		\$4,380.70
				Installation	Quantity 1.00	x	Unit Price 3.640.27	x	Factor 1.2034 =	Total 4,380.70	
				Allow for (1) a	oplication server wi		.,		1.2034		
11	23 09	23	00 0768		Ohm Thermistor 3				D30K-T3)		\$1,172.79
					Quantity		Unit Price	,	Factor	Total	, ,,
				Installation	4.00	x	243.64	x	1.2034	1,172.79	
12	23.00	23	00 0790	Humidity sens EA Wall		eor 0.20	NO ppm With I C	D Display	(Kele CD-AW-LCD)		£4.704.07
	20 0	, 25	00 07 00	LA VVali	Quantity	1501, 0-20	Unit Price	D DISPIAY	Factor	Total	\$1,734.97
				Installation	4.00	x	360.43	×	1.2034	1,734.97	
				Carbon dioxid	e sensor to control	the suppl	ly CFM's due to v	arying occ	cupancy.		
13	27 14	1 13	16 0005		ir #12 AWG, Solid, imunications Cable		- '	onduit, Ala		Takal	\$3,474.46
				Installation	Quantity 1.25	x	Unit Price 2,309.76	x	Factor 1.2034 =	Total 3,474.46	
ubto	tal fo	r Co	ntrols								\$27,988.
rywe	ell										
14	31 23	3 16	36 0010	CY Exce Rock	avation For Building	j Foundat	tions And Other S	Structures	By Hand in Loose		\$170.85
				Installation	Quantity 2.50	x	Unit Price 56.79	x	Factor 1.2034 =	Total 170.85	
				Hand excavate drywell.	e to get new electric	cal and re	efrigerant lines fro	om conder	isers to building. Als	o hand dig for	
15	33 05	5 16	13 0323		c 24", 15,000 LB De osure Cover	esign Loa	ad, Heavy Duty, F	olymer Co	oncrete Handhole		\$285.43
				Installation	Quantity 1.00	x	Unit Price 237.19	x	Factor 1.2034 =	Total 285.43	
				Cover for dryw					1.2001		
16	33 41	13	00 0007	LF 24" I	Diameter Class III F	Reinforce	d Concrete Pipe	Without G	askets		\$193.43
				Installation	Quantity		Unit Price		Factor _	Total	
					3.00 for drywell if needs	x ed.	53.58	х	1.2034 =	193.43	
	tal fo	r Dr	well	Timeroto pipo							\$649.7

Work Order Number:

038333.01

Work Order Title:

Elect	rical									
17	23 05 29	00 0656	LF C4 X	5.4 - 4" Wide (Cha	annels)					\$1,183.84
			Installation	Quantity 125.00	x	Unit Price 7.87	x	Factor = 1.2034	Total 1,183.84	
18	26 05 19	16 0187		WG Cable - Type Armor	MC, 2 C	onductors, Solid	Or Strand	ed, Galvanized		\$4,813.36
			Installation	Quantity 2.25	x	Unit Price 1,777.69	x	Factor 1.2034 =	Total 4,813.36	
			New electrical v	wiring.						
19	26 05 33	16 0227	EA 4-11/	16" Junction Box,	Plaster R	ling And Cover P	late (Com	puter)		\$136.83
			Installation	Quantity 5.00	x	Unit Price 22.74	×	Factor 1.2034 =	Total 136.83	
	i.		J-boxes require	d for new work.						
20	26 28 16	00 0177	EA 400 A		t Switch	, NEMA 3R, Heav	/y Duty, W	ith Fuses, 240 V, 3		\$3,024.07
			Installation	Quantity 1.00	x	Unit Price 2,512.94	x	Factor 1.2034 =	Total 3,024.07	
			Replace existin	g 200A disconnec	t with nev	w 400 AMP disco	nnect for	CU-3.		
21	26 28 16	00 0426	EA 100 A	a, Fused Disconne use	ct Switch	, NEMA 12, Hea	vy Duty, V	Vith Fuses, 600 V,		\$5,806.71
			Installation	Quantity 5.00	x	Unit Price 965.05	x	Factor 1.2034 =	Total 5,806.71	
Subto	otal for Ele	ectrical		cts. Also, @ exteri new fused disconn		=		t serving existing CL AHU-1.	J-2 removed and	\$14,964.8
ngir	eering De	sign			-					
22	01 22 20			tigating Senior Eng eering requiremen	-			pecial investigatory nal services.		\$9,777.63
			Installation	Quantity 65.00	x	Unit Price 125.00	x	Factor 1.2034	Total 9,777.63	
ubto	otal for En	gineering Design	Engineering de	sign.						\$9,777.6
auir	ment		*****					-	****	
23	23 63 13	00 0005	EA 15 To Motor	n Air Cooled Cond	lensing (Jnit With Compre	ssor, Con	denser, Fan And		\$34,273.89
			Installation	Quantity 3.00	x	Unit Price 9,217.56	x	Factor 1.2034 =	Total 33,277.24	
			Demolition Install new CU-	2.00 1, CU-2A, CU-2B.	x Demo 1	414.10 exist 15 ton and	x 1 30	1.2034 =	996.66	
24	23 64 23	00 0007	EA 30 To	n Air Cooled Scrol	l Compre	essor Chiller, Elec	ctric, With	Integral Heat		\$32,928.98
			Installation	Quantity	v	Unit Price	v	Factor	Total 31,612.31	
				1.00	x	26,269.16	X	1.2034	31,012.31	
			Demolition	1.00 sting and install of	X	1,094.13	X	1.2034 =	1,316.68	

Work Order Number: 038333.01

Work Order Title:

Equip	oment									
25	23 73 13 00 0042		EA 45000 C	FM Single Zone	e Air Ha	ındling Unit, Built-L	Jp, Consta	ant Volume,		\$55,487.85
			Horizon	tal / Vertical, Dra	aw-Thro	-				
			Installation	Quantity		Unit Price		Factor	Total 55,487.85	
				1.00		46,109.23	x	1.2034	33,467.63	
			1 30 ton Cool US	· · · · · · · · · · · · · · · · · · ·						
26	23 73 13 00 0042	0217	MOD For Dire	ct Expansion Co	ooling C	Coil, Aluminum Fins	s, Add			\$17,577.29
			Installation	Quantity		Unit Price		Factor	Total	
			III Stallation	1.00	X	14,606.36	×	1.2034	17,577.29	
27	23 73 13 00 0042	0354	MOD For Eco	nomizer, Panel,	Contro	ls And Damper(s),	Add			\$3,123.95
			la stallation	Quantity		Unit Price		Factor	Total	
			Installation	1.00	X	2,595.94	x	1.2034	3,123.95	
28	23 73 13 00 0042	0439	MOD For Elec	tric Heating Coi	il, Add					\$11,322.47
				Quantity		Unit Price		Factor	Total	
			Installation	1.00	X	9,408.73	x	1.2034 =	11,322.47	
29	23 73 13 00 0042	0607	MOD For 2 Co	oils, Independen	t Circui	ts, Add				\$6,511.07
				Quantity		Unit Price		Factor	Total	
			Installation	1.00	x	5,410.56	x	1.2034	6,511.07	
30	23 73 13 00 0061		EA 6000 CF	Multizone Air	r Handli	ng Unit, Built-Up, I	Horizontal	/ Vertical		\$48,973.01
				rough Fan	i Halluli	rig Offit, Built-Op, 1	HOHZOHILAH	i / vertical,		φ40,973.01
				Quantity		Unit Price		Factor	Total	
			Installation	3.00	x	12,679.50	x	1.2034 =	45,775.53	
			Demolition	3.00	x	885.68	x	1.2034 =	3,197.48	
			(3) 15 Ton Lennox	AHU'S. AHU-1	, AHU-2	2A, AHU-2B				
31	23 73 13 00 0061	0003	MOD For Eco	nomizer, Panel,	Control	ls And Damper(s),	Add			\$5,219.74
			ta ata Untina	Quantity		Unit Price		Factor	Total	
			Installation	3.00	Х	1,445.83	x	1.2034	5,219.74	
32	23 73 13 00 0061	0383	MOD For Elec	tric Heating Coi	l, Add					\$5,401.73
				Quantity		Unit Price		Factor	Total	
			Installation	3.00	x	1,496.24	x	1.2034 =	5,401.73	
33	23 73 13 00 0061	0449	MOD For Dire	ct Expansion Co	ooling C	oil, Aluminum Fins	s, Add			\$19,000.37
				Quantity		Unit Price		Factor	Total	
			Installation	3.00	x	5,262.97	x	1.2034 =	19,000.37	
34	23 73 13 00 0061	0607	MOD For 2 Co	oils, Independen	t Circui	ts. Add				\$5,401.73
				Quantity		Unit Price		Factor	Total	ψο, 401.70
			Installation	3.00	x	1,496.24	x	1.2034	5,401.73	
35	40 92 49 00 0020		EA 7.5 HP.		le Frequ	ency DriveWall m				£2 552 40
00	40 92 49 00 0020		LA 7.5 HE,		ie riedi	•	ounteu.			\$2,553.40
			Installation	Quantity 1.00	x	Unit Price 2,121.82	x	Factor 1.2034	Total 2,553.40	
			Variuable frequen			•	^	1.2034	,	
Subto	otal for Equipment			,						\$247,775.4
										. ,
GC 36	01 22 23 00 0814		DAY 6 Ton Li	ft Hydraulic Cra	ne With	Full-Time Operato	or			\$2,558.01
				Quantity		Unit Price		Factor	Total	,
			Installation	3.00	x	708.55	×	1.2034	2,558.01	
			Crane required to	off-load old unit	e and e					

Work Order Number: 038333.01

Work Order Title:

GC 37 01 71 13 00 0002 EA Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollbar Flatbed TruckFor equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc. Quantity Unit Price Factor Installation 2.00 X 215.40 X 1.2034 For crane	Total 518.42	\$518.42
Flatbed TruckFor equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc. Quantity Unit Price Factor Installation 2.00 X 215.40 X 1.2034	Total	\$516.42
industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc. Quantity Unit Price Factor Installation 2.00 × 215.40 × 1.2034		
and articulating boom manlifts with up to 40' boom lengths, etc. Quantity Unit Price Factor Installation 2.00 X 215.40 X 1.2034		
Quantity Unit Price Factor Installation 2.00 × 215.40 × 1.2034 =		
Installation 2.00 X 215.40 X 1.2034 =		
38 01 74 19 00 0013 EA 20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster,		\$1,086.72
rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.		\$1,000.72
Quantity Unit Price Factor	Total	
Installation 2.00 × 451.52 × 1.2034 =	1,086.72	
39 02 41 19 13 0071 EA Drill 8" Diameter Core In > 4" To 6" Concrete		\$360.44
		\$350.44
Quantity Unit Price Factor	Total 360.44	
3.00 X 99.84 X 1.2034	333.77	
Concrete coring for new lines.		
Subtotal for GC		\$4,523.59
In the Control of the		
HVAC	*	
40 23 01 60 00 0003 LB Recovery And Recharging Of Refrigerant		\$976.38
Quantity Unit Price Factor	Total	
Installation $135.00 \times 6.01 \times 1.2034 =$	976.38	
Removal of refrigerant and recharge of new units. 3lbs per ton= 45 x 3=		
41 23 05 29 00 0635 EA 2" Hanger Assembly For PipeIncludes hanger, rod, saddle and clamp.		\$4,438.38
Quantity Unit Price Factor	Total	
Installation 60.00 × 61.47 × 1.2034 =	4,438.38	
Hangar assemply for new pipe and ductwork.		
42 23 07 13 00 0010 SF 1-1/2" Type 100 (1.0 LB/CF) FSK Fiber Glass Duct Wrap Insulation		\$469.33
Quantity Unit Price Factor	Total	
Installation 250.00 × 1.56 × 1.2034	469.33	
Insulation for galvanized Ductwork connected to relief vent to roof.		
43 23 09 23 00 0029 EA Install And Wire Float Switch		\$340.23
		\$340.23
Quantity Unit Price Factor Installation 4.00 X 70.68 X 1.2034 =	Total 340.23	
4.00 ^ /0.68 ^ 1.2034		
44 23 09 23 00 0278 EA 88 IN-LB, 2 Position, 24 VAC Spring Return Direct Coupled Damper Actuator		\$1,303.33
(Honeywell MS8110A1206)		
Quantity Unit Price Factor	Total 1,303.33	
4.00 ^ 2/0.76 ^ 1.2034	1,505.55	
Used to complete motorized damper assembly.		
45 23 31 13 13 0004 LB Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field		\$6,267.31
Assemble And Install		
Quantity Unit Price Factor	Total 6,267.31	
1,200.00 ^ 4,34 ^ 1.2034	0,207:01	
46 23 33 13 19 0197 EA 18" x 10" Louver Type Smoke Damper, Steel Construction, UL Listed, 1-1/2		\$622.74
Hour Rated		
Quantity Unit Price Factor	Total 622.74	
4.00 ^ 129.3/ ^ 1.2034	022.74	
4 dampers. use actuator to make motorized.		

Work Order Number: 038333.01

Work Order Title:

Refrig Piping 48 23 23 16 00 0008 49 23 23 16 00 0011 Subtotal for Refrig Pipin	Installation Transfer grills at LF 5/8" R Installation Refrig piping for LF 1-1/8" Installation Refrig piping for CSF 2 Ply, Installation Waterproofing o	12" Egg Crate Wa Quantity 2.00 t 1st fl directors of defrigeration Tubin Quantity 250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for	x Iffice. Ing Coppe X 3 exterioning Cop x 3 exterioning Cop x	unit Price 27.55 er (Soft) Dehydrat Unit Price 4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets unit Price 128.34	ed x s each. 1 s ated x s each. 1 s	Factor 1.2034 = Factor 1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes	Total 66.31 Total 1,272.60 s each. Total 2,653.50 s each.	\$14,484.01 \$1,272.60 \$2,653.50 \$3,926.10
Refrig Piping 48 23 23 16 00 0008 49 23 23 16 00 0011 Subtotal for Refrig Pipin Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	LF 5/8" R Installation Refrig piping for LF 1-1/8" Installation Refrig piping for Q CSF 2 Ply, Installation Waterproofing o	2.00 t 1st fl directors of defrigeration Tubin Quantity 250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for	rated Or	er (Soft) Dehydrat Unit Price 4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets Unit Price 128.34	ed x s each. 1 s rated x s each. 1 s	Factor 1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped	Total 1,272.60 s each. Total 2,653.50 s each.	\$1,272.60 \$2,653.50 \$3,926.10
49 23 23 16 00 0011 Subtotal for Refrig Pipir Relief Vent 50 07 13 13 00 0003	LF 5/8" R Installation Refrig piping for LF 1-1/8" Installation Refrig piping for G CSF 2 Ply, Installation Waterproofing o	efrigeration Tubin Quantity 250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for	x 3 exterioning Cop x 3 exterioning Cop x 3 exterion	er (Soft) Dehydrat Unit Price 4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	x s each. 1 s rated x s each. 1 s	Factor 1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped	1,272.60 s each. Total 2,653.50 s each.	\$1,272.60 \$2,653.50 \$3,926.10
Refrig Piping 48 23 23 16 00 0008 49 23 23 16 00 0011 Subtotal for Refrig Pipin Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	Installation Refrig piping for LF 1-1/8" Installation Refrig piping for CSF 2 Ply, Installation Waterproofing o	Quantity 250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of new	x 3 exterioning Cop x 3 exterioning cop x rated Or	Unit Price 4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	x s each. 1 s rated x s each. 1 s	1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped Factor	1,272.60 s each. Total 2,653.50 s each.	\$1,272.60 \$2,653.50 \$3,926.10
48 23 23 16 00 0008 49 23 23 16 00 0011 Subtotal for Refrig Pipir Relief Vent 50 07 13 13 00 0003	Installation Refrig piping for LF 1-1/8" Installation Refrig piping for CSF 2 Ply, Installation Waterproofing o	Quantity 250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of new	x 3 exterioning Cop x 3 exterioning cop x rated Or	Unit Price 4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	x s each. 1 s rated x s each. 1 s	1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped Factor	1,272.60 s each. Total 2,653.50 s each.	\$2,653.50 \$3,926.10
48 23 23 16 00 0008 49 23 23 16 00 0011 Subtotal for Refrig Pipir Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	Installation Refrig piping for LF 1-1/8" Installation Refrig piping for CSF 2 Ply, Installation Waterproofing o	Quantity 250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of new	x 3 exterioning Cop x 3 exterional actions are actions as a constant action and actions are actions are actions as a constant action action actions are actions as a constant action actions are actions as a constant action actions actions are actions as a constant action actions actions are actions as a constant action action actions actions action action action action actions are actions action action action actions actions action action action actions action action action action action action actions action a	Unit Price 4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	x s each. 1 s rated x s each. 1 s	1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped Factor	1,272.60 s each. Total 2,653.50 s each.	\$2,653.50 \$3,926.10
Subtotal for Refrig Pipir Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	Refrig piping for LF 1-1/8" Installation Refrig piping for	250.00 Liquid IN. OD for Refrigeration Tub Quantity 250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of nev	3 exteriong Cop x 3 exterions rated Or	4.23 or CU units.2 sets per (Soft) Dehydr Unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	s each. 1 s ated x s each. 1 s	1.2034 = et equals 2 pipes Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped Factor	1,272.60 s each. Total 2,653.50 s each.	\$3,926.10
Subtotal for Refrig Pipir Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	LF 1-1/8" Installation Refrig piping for CSF 2 Ply, Installation Waterproofing o	Refrigeration Tub Quantity 250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of new	x 3 exteri	unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	x s each. 1 s	Factor 1.2034 = et equals 2 pipes fing, Hot-Mopped	Total 2,653.50 s each.	\$3,926.10
Subtotal for Refrig Pipir Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	Installation Refrig piping for G CSF 2 Ply, Installation Waterproofing o	Quantity 250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of new	x 3 exteri	Unit Price 8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	x s each. 1 s waterproo	1.2034 = et equals 2 pipes fing, Hot-Mopped Factor _	2,653.50 s each.	\$3,926.10
Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	Refrig piping for CSF 2 Ply, Installation Waterproofing o	250.00 Liquid IN. OD for 15# Asphalt Satur Quantity 1.00 ver flanges of new	arated Or	8.82 or CU units.2 sets ganic Felt Sheet Unit Price 128.34	s each. 1 s	1.2034 = et equals 2 pipes fing, Hot-Mopped Factor _	2,653.50 s each.	
51 07 72 13 00 0025	CSF 2 Ply, Installation Waterproofing o	15# Asphalt Satur Quantity 1.00 ver flanges of nev	rated Or	ganic Felt Sheet Unit Price 128.34	Waterproc	fing, Hot-Mopped	d Total	
Relief Vent 50 07 13 13 00 0003 51 07 72 13 00 0025	CSF 2 Ply, Installation Waterproofing o	Quantity 1.00 ver flanges of new	x	Unit Price 128.34	•	Factor	Total	
50 07 13 13 00 0003 51 07 72 13 00 0025	Installation Waterproofing o	Quantity 1.00 ver flanges of new	x	Unit Price 128.34	•	Factor	Total	\$154.44
51 07 72 13 00 0025	Installation Waterproofing o	Quantity 1.00 ver flanges of new	x	Unit Price 128.34	•	Factor	Total	\$154.44
	Waterproofing o	1.00 ver flanges of nev		128.34	x	_		
			v rlief ve	-4				
	EA 25" x 2			nt curb.				
52 07 72 23 00 0047		25", 8" High, 18 G	auge Ga	alvanized Steel In	sulated Ro	oof Curb		\$200.10
52 07 72 23 00 0047	Installation	Quantity 1.00	x	Unit Price 166.28	x	Factor 1.2034 =	Total 200.10	
52 07 72 23 00 0047	New curb for rel	ief vent.						
	EA 42" Or	rifice Diameter, Sp	pun Alun	ninum, Stationary	Mushroor	n Gravity Ventilat	tor	\$2,220.22
	Installation	Quantity	x	Unit Price	x	Factor 1.2034	Total 2,169.16	
	Demolition New relief vent of	1.00 1.00 on roof.	×	1,802.53 42.43	x	1.2034 =	51.06	
53 07 92 00 00 0067		5/8" Joint, Flexible	e Polyur	ethane Security S	Sealant An	d Caulking		\$83.00
	Installation	Quantity 0.25	x	Unit Price 275.88	x	Factor =	Total 83.00	\$ 00.00
	New caulking an	ound new rooftop	curb.	27 0.00		1.2001		
Subtotal for Relief Vent								\$2,657.76
T&B								
54 23 05 93 00 0016		cing HVAC Duct S ter And Diffuser	System,	Ceiling Height > 1	2' Supply,	Return, Exhaust	ţ,	\$1,964.91
	<u>-</u>	Quantity		Unit Price		Factor	Total	
	Installation	40.00	x	40.82	×	1.2034	1,964.91	

Work Order Number:

038333.01

Work Order Title:

Senior Center HVAC Supplemental

Proposal Total

\$335,681.14

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date:

May 20, 2016

Re:

IQC Master Contract #:

FL06-022912-SCD

Work Order #:

038333.01

Owner PO #:

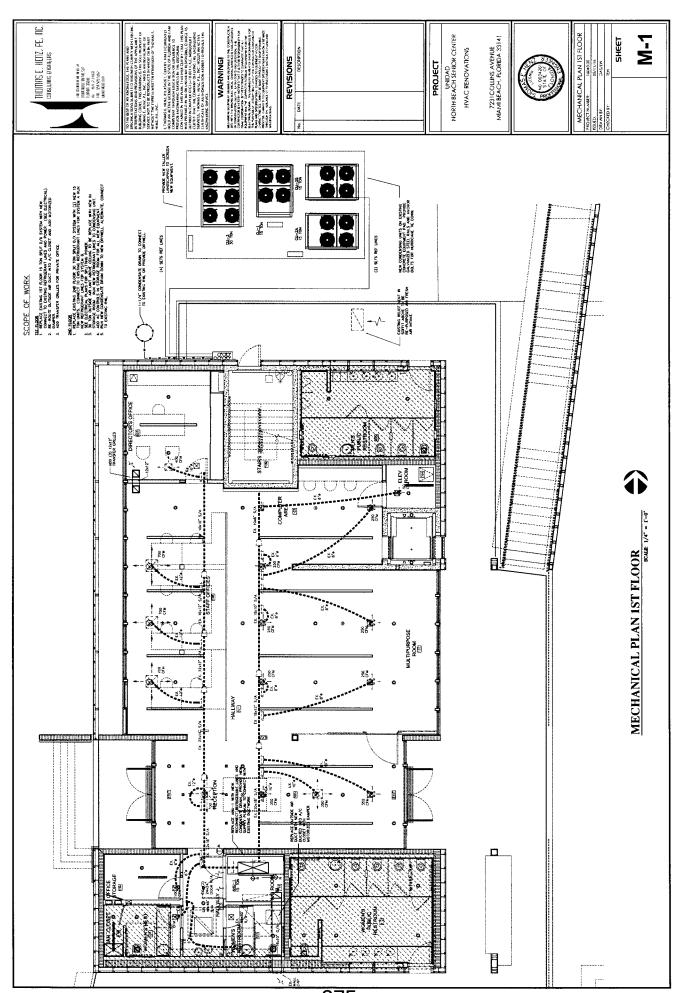
Title:

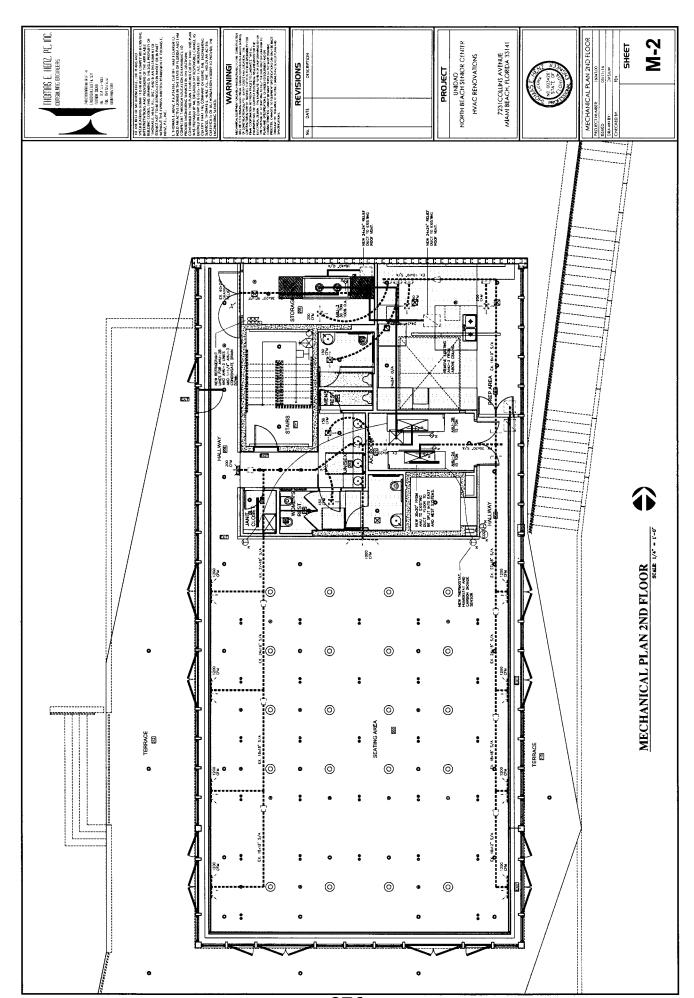
Senior Center HVAC Supplemental Shiff Construction & Development, Inc.

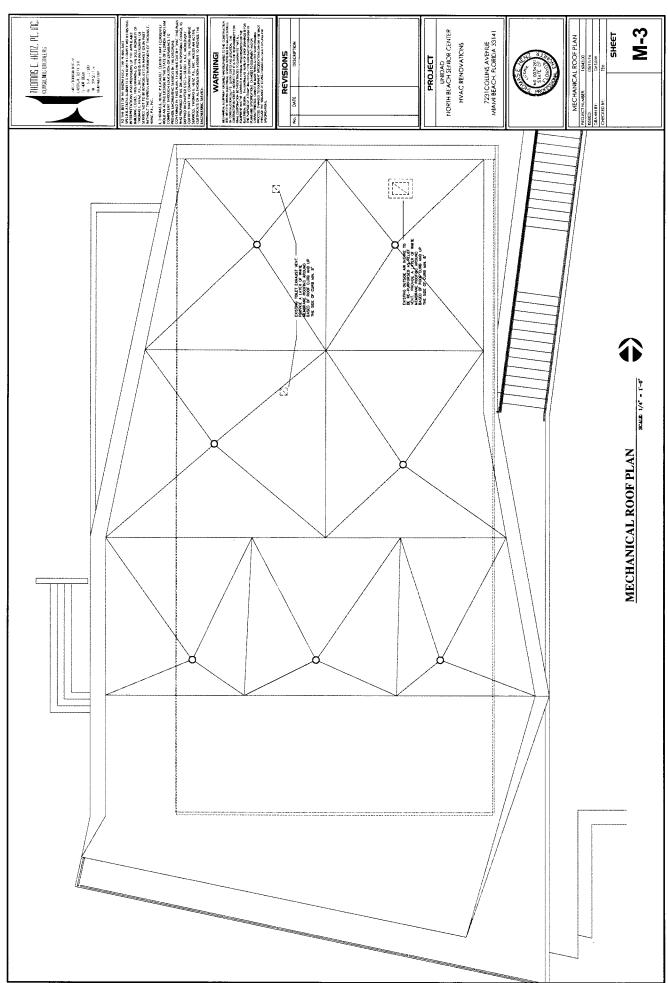
Contractor: Proposal Value:

\$335,681.14

Name of Contractor	Duties	Amount	%
No Subcontractors have been		\$0.00	0.00
selected for this Work Order			







DEDICATED OUTSIDE AIR SPLIT D/X SCHEDULE:

NOMINAL TONS	я
MODEL NO. INSIDE	MS.C30.CuSTOM
MODEL NO. OUTSIDE	M4.C30.AC.1
SUPPLY OFM	5,040
ESP IN H20	6.0
ENTERING 08/WE	81/18
втин тотад	379,000
BTUH SENSIBLE	184,400
BTUH LATENT	194,600
REHEAT EAT/LAT (08)	14/95
BTUH REHEAT	90,800
HEAT EAT/LAT (08)	17/95
втин немт	238,900
HEATING CONTROL	VARIABLE SPEED COMP.
SYSTEM ELEC. CONSUMPTION	34 KW
EER/SEER	H.2 EER
CONDENSING UNIT:	cu-3
COMPRESSOR OTY - TYPE	1 - VARIABLE SPEED SCROLL
COMPRESSOR REQUEATION	INVERTER / VARIABLE SPEED
COMP. CAPACITY RANGE	20 - 100 %
COMP. PER CIRCUIT	-
REFRIGERATION CIRCUITS	2
REFRIGERANT	R-410A
MODULATING REMEAT	ΉES
CONDUNSER COLL TIPE	COPPER TUBES / ALUMINUM FINS
CONDENSER COL. COATING	YES / EPOXY
CONDENSER COL FRAMING	MUNICIPAL DE
CONDENSER AIR FLOW	45,000 OFM

The canadi	-
EFRICERATION CRECUITS	2
SFR0CRANT	R-410A
ODULATING REHEAT	ΉES
ONDLINEER COLL TIPE	COPPER TUBES / ALUMINUM FINS
ONDENSER COL. COATING	YES / EPOXY
ONDENSER COL FRAMING	ALMENDA
CHOENSER AIR FLOW	43,000 CFM
ONDENSER FANS	9
ONDENSER FAN DIAMETER	20,
CHOENSER FAH REQULATION	VARABLE SPEED
ABINET MATERIAL	ALUMNUM
ABINET SHEET METAL	14 GAUGE
DITOM FRAME SHEET METAL	A GAUGE
MANNET TREATMENT BEFORE PANING	SAND BLASTED
DWDER COAT	POLYESTER W/ INTERNAL AND EXTERNAL CORROSON PROTECTION
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corcoe	RAL 9010 (WHITE) OF CUSTOM
DIMENSIONS (Lymph)	104.5 -69 -691
WEIGHT (LBS.)	0561
SUCTION LINE SET	2 x 1-5/8" W/ INSULATION
EXPANSION LINE SET	2 x 7/8" W/ INSULATION
REMEAT OUT LINE SET	1 x t-1/8" W/ INSULATION
REHEAT RETURN LINE SET	1 x 1-1/8" W/ INSULATION
MCA (AT 208 V)	179
MOCF (AT 208 Y)	236
VOLTACE	208/3/80
AR HANDLER UNT:	Aru-3
CONSTRUCTION	DOUBLE WALL
CABMET MATERIAL	ALUMINUM
CABINET SHEET METAL	14 GAUGE
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POWDER COAT	EXTERNAL CORROSION PROTECTION
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INSULATION	FED A-18
COL TIPE	COPPER TUBES / ALUMINUM FINS
COL COATING	YES / EPOXY
CON, FRAMING	ALUMINUM
EVAPORATOR COL	6 ROWS
REHEAT COLL	2 ROWS
COLS FPI	10 FPI
COL FACE AREA	17.8 SQFT.
คเซร รมคนา	8 MERV
FLIER THICKNESS SUPPLY	5.
DRAW PAN STALE	DOUBLE - SLOPED
DRAIN PAN MATERIAL / THICKNESS	STAINLESS / 16 GAUGE
SUPPLY FAN TYPE	BACKWARDS CURVED ECM PLUG FAM
SUPPLY FAN OTY	2
SUPPLY FAH REGULATION	VARIABLE SPEED, ECH TECHNOLOGY
SUPPLY FAN HP / BNP	3 / 1.8
MOTORIZED OUTSOE AR DAMPER	WQ
HUMBITY / TEMPERATURE SENSOR	ÆS
FLOAT SWITCH	#S
DINENSIONS (LIMIN)	80":37.5":62"
MOOHT (LBS.)	1320
MCA (AT 208 V)	22
MOCP (AT 208 V)	28
VOLTAGE	206/3/60

SPLIT D/X	SPLIT D/X SCHEDULE:		
MANUFACTURER	LENNOX	TENNOX	ENNOX
NOMINAL TONS	15.0	15.0	15.0
EER/SEER	11.0 EFR	11.0 EER	11.0 EER
MODEL NO. INSIDE	TAM180S40-ST0-230	TAA180540-570-230	TAA180540-5TD-230
MODEL NO. OUTSIDE	TSA180S40-230-3	TSA180540-230-3	TSA180540-230-3
REFROERANT	R-410A	R-4104	R-410A
ENTERNO DB/MB	79/08	90/67	50/67
SUPPLY CFM	6,000	6,000	6,000
OUTSIDE AIR CFILE			
BTUH TOTAL	186,780	186,780	188,780
BTUH SENSBLE	140,459	140,459	140,459
AUR HANDLER UNIT:	AHU-1	AHU-2A	AHU28
VOLTAGE	208/3/60	208/3/60	208/3/60
EVAP. FAN PLA - HP	16.7 - 5.00	16.7 - 5.00	16.7 - 5.00
HEAT KW	14.6	14.8	14.8
MCA W/ HEATER	73.0	73.0	73.0
MOCP W/ HEATER	26	8	96
SUCTION IN. 00	1-1/8	1-1/8	1-1/8
DOUD IN CO	8/8	9/8	9/9
DIMENSIONS (LAWAN)	96.5 x29.5 x54.6	96.3"29.5"54.8"	96.37×29.57,54.87
MEDGHT (LBS.)	745	745	745
CONDENSING UNIT:	Q-1	α−2A	82-no
VOL FACE	09/2/902	208/3/60	208/3/60
COMPRESSOR OTY - TYPE	2 - SCROLL	2 - SOROLL	2 - \$CROLL
COMPRESSOR RLA - LRA	25 (EACH) - 164 (EACH)	25 (EACH) - 164 (EACH)	25 (EACH) - 184 (EACH
COND. FAN OTY/FLA - HP	4 / 24 - 1/3	4 / 2.4 - 1/3	4 / 2.4 - 1/3
Ş	0.99	0.99	0.99
MOCP	06	8	8
DIMENSIONS (LAWAY)	88.6 x60.1 x46.6	96.8 1601 148.8	56.8 ×50.1 ×48.8
WEIGHT (LBS.)	808	508	908
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FHORMAS E. HETTZ, P.E. INC.

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WARNING

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 - 4. CONTRACTOR'S WARRANTY:
 A CONTRACTOR SALL PROMIE A ONE YAR WARRANTY FOR ALL EQUIPMENT MO SYSTEMS FROM DATE OF FINAL ACCEPTANCE BY THE OWNER, (CERTIFICATE OF OCCUPANCY).

REVISIONS TE DESCRIPTION No. DATE

HVAC SYMBOL LEGEND:

THERMOSTAT	0	ROOF MTD. EXH. FAN
REMOTE BULB SENSOR	Ą	DUCT TURN DOWN
DUCT SHOKE DETECTOR	Ä	DUCT TURN UP
TEST, RESET & ANNUNCATOR	(PLEXIBLE DUCT
TRANSTION	8	EXISTING SUPPLY
TURNANG VAME	5.	EXISTING RETURN
45' BRANCH DUCT TAKE-OFF	Ċ	200 OC 120 OC 12
HORIZONTAL FIRE DAMPER	בול	an oceans arms
MANUAL VOLUME DAMPER	ĵ	ACTOCALED RELORDA
RETURN REGISTER	Ž١	NEW SUPPLY
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40.00	E	FIRE DAMPER
REIGNIN AND GRILLE	9 19	COMBNATION FRE/SMOKE DAMPER
ARR FLOW DRECTION		MOTORIZED DAMPER
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PROJECT UNIDAD NORTH BEACH SENIOR CENTER HVAC RENOVATIONS	
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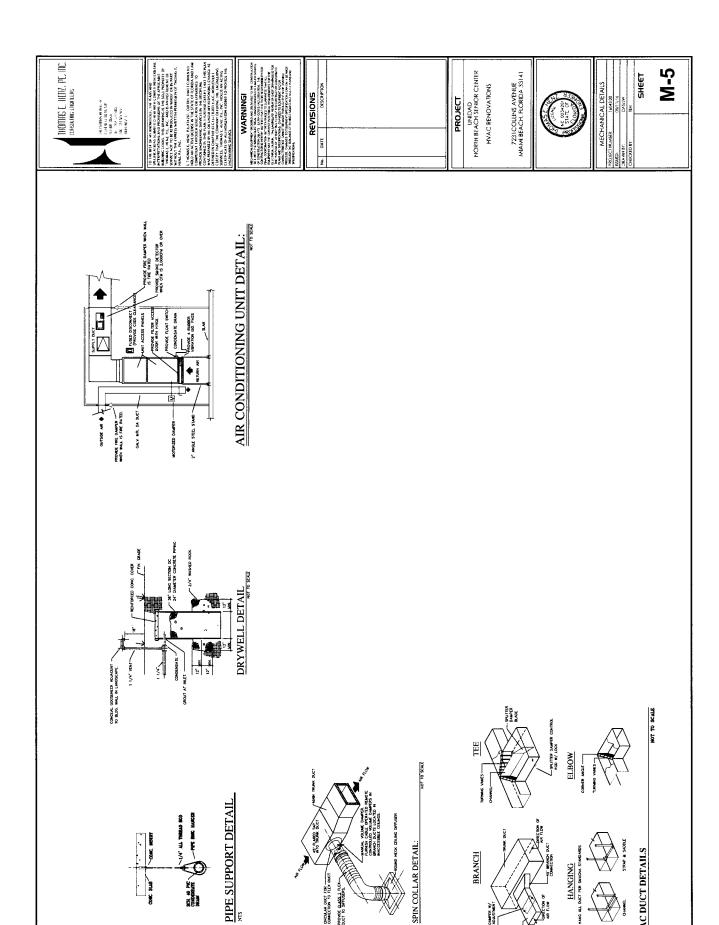
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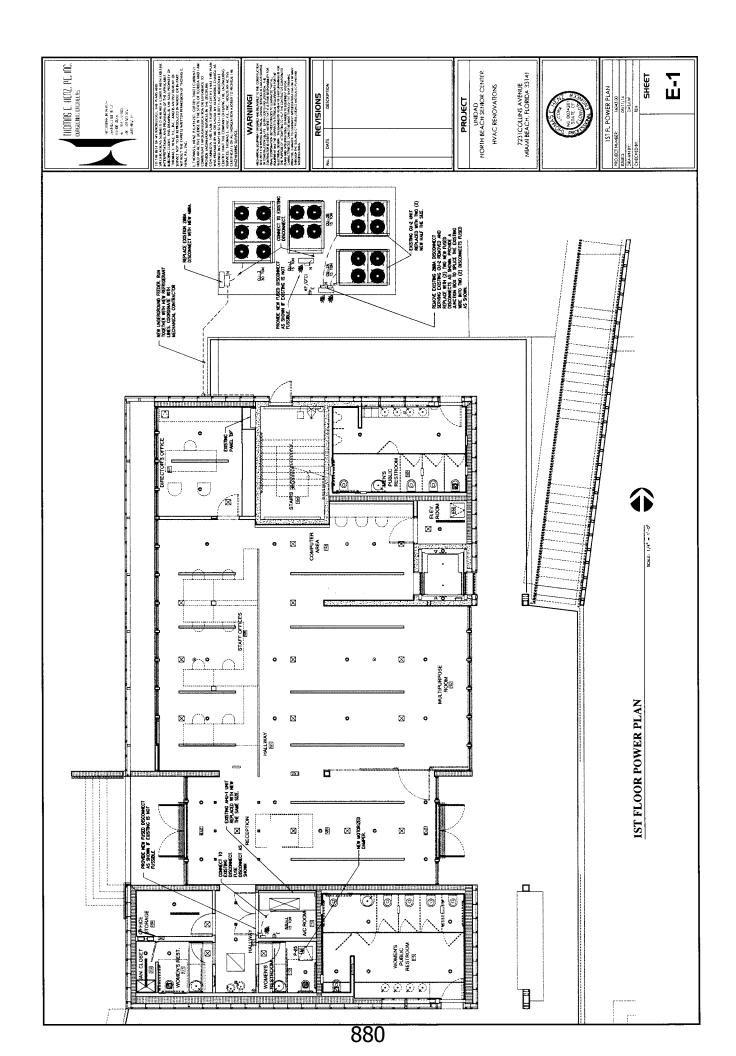
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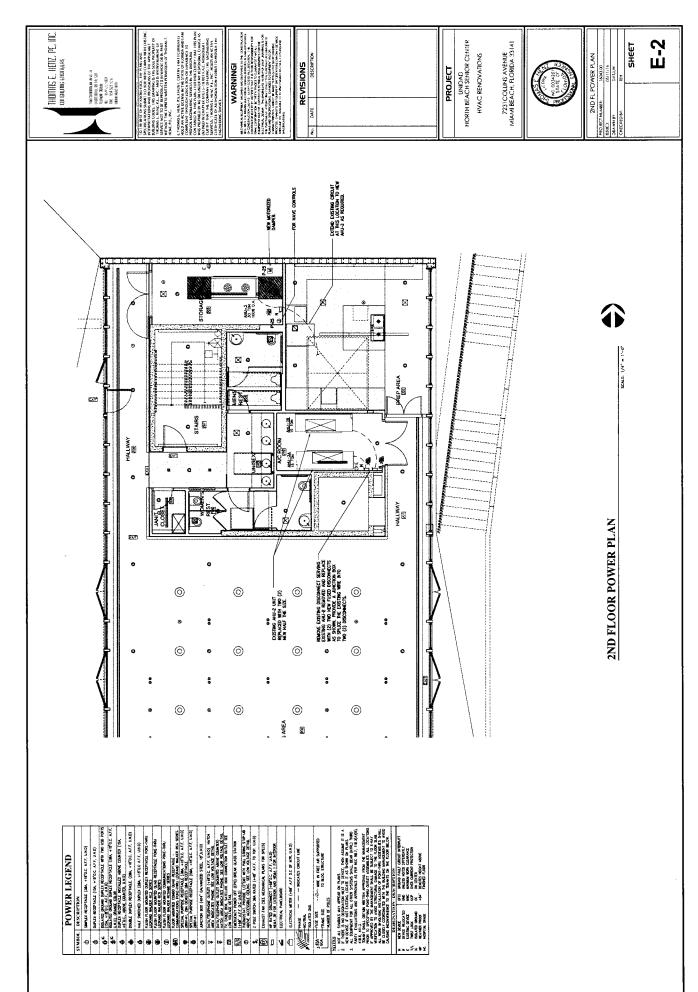
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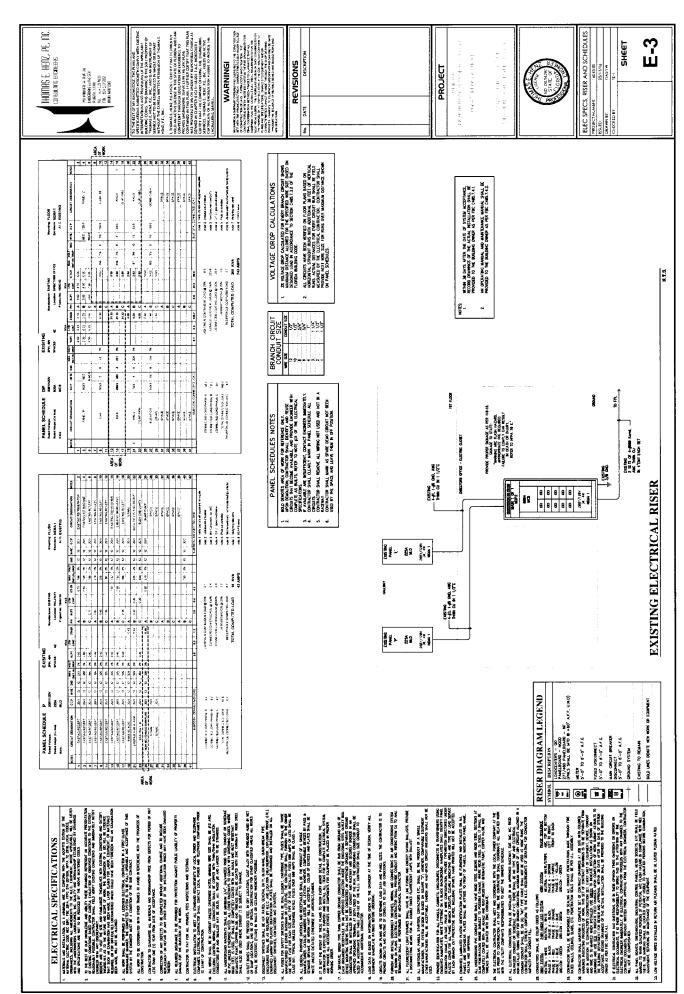
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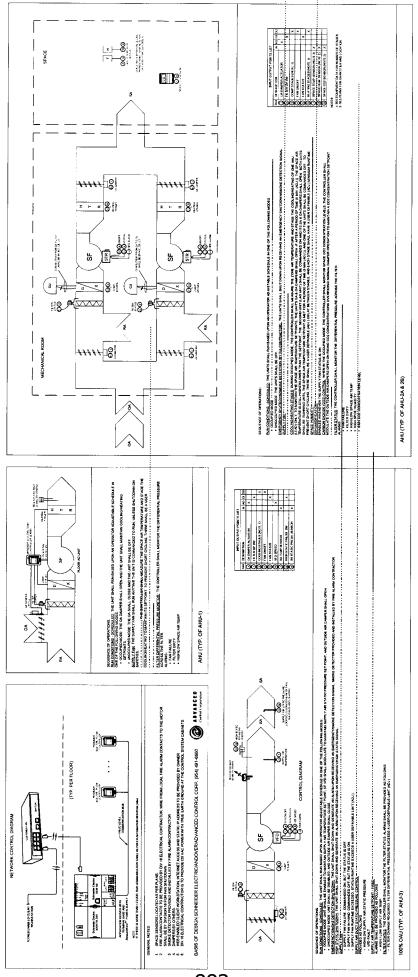
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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales

DATE: June 8, 2016

SUBJECT:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND AUTHORIZING THE CITY TO JOIN THE CLEAN ENERGY GREEN CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE MEMBERSHIP AGREEMENT BETWEEN THE CITY AND THE GREEN CORRIDOR CLEAN ENERGY PROPERTY ASSESSED (PACE) DISTRICT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A."

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO **EXECUTE** AND FOR THE CITY TO JOIN THE NON-**EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE** FLORIDA PACE FUNDING AGENCY FOR AN INITIAL TERM OF THREE **ENDING** SEPTEMBER 2017; IN ACCORDANCE WITH 30, SECTION 163.08, FLORIDA STATUTES, IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A."

BACKGROUND

On March 9, 2016, Commissioner Kristen Rosen Gonzalez referred a discussion to the Sustainabilty and Resiliency Committee regarding the reevaluation of a Property Assessed Clean Energy (PACE) program. At the Sustainability and Resiliency Committee meeting on March 30, 2016, the Committee referred a discussion to the Mayor and City Commission regarding the reevaluation of a Property Assessed Clean Energy (PACE) Program, with the recommendation to move forward with multiple providers to give property owners more options.

OVERVIEW

During the 2010 session, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (ex: energy-efficient heating, cooling, or ventilation systems), renewable energy (ex: solar panels), wind resistance (ex: impact resistant windows) and other improvements that are not inconsistent with state law.

The property-assessed clean energy (PACE) model is an innovative mechanism for financing energy efficiency and renewable energy improvements on private property. PACE programs allow local governments, state governments, or other inter-jurisdictional authorities, when authorized by state law, to fund the up-front cost of energy improvements on commercial and residential properties, which are paid back over time by the property owners. The recent extension of this financing model to energy efficiency and renewable energy allows a property owner to implement improvements without a large or even any up-front cash payment.

Property owners voluntarily choose to participate in a PACE program and agree to repay their improvement costs over a set time period—typically 10 to 20 years—through property assessments, which are secured by the property itself and paid as an addition to the owners' property tax bills. In order to qualify, the property tax may not be delinquent for the preceding three years and the improvements may not exceed 20% of the just value of the property. The estimated utility costs savings of the improvements can be used by the participating property owners to support payment annually as a voluntary non-ad valorem assessment on their property tax bill. Nonpayment generally results in the same set of repercussions as the failure to pay any other portion of a property tax bill. The interest rate varies from program to program but ranges from about 6-8.5%.

A PACE assessment is a debt of property, which means the debt is tied to the property as opposed to the property owner(s), therefore the repayment obligation may transfers with property ownership depending upon state legislation. This eliminates a key disincentive to investing in energy improvements, since many property owners are hesitant to make property improvements if they think they may not stay in the property long enough for the resulting savings to cover the upfront costs. In addition, PACE programs assist residents and business owners in reducing their carbon footprint and energy costs and also assist in stimulating the local economy through creating construction jobs.

In order for City residents to benefit from a PACE program, the City must establish a program or join a special district through adoption of a resolution and/or execution of an interlocal agreement. Three programs have been established in the South Florida area and operated by third party administrators:

- The <u>Clean Energy Green Corridor</u> is operated by <u>Ygrene Energy Fund Florida</u>, <u>LLC</u> and includes over 40 municipalities in Miami-Dade, Broward and Alachua Counties. The Clean Energy Green Corridor was established as a joint effort between seven Miami-Dade municipalities (Miami, Coral Gables, Pinecrest, Miami Shores, South Miami, Palmetto Bay and Cutler Bay). The Ygrene Energy Fund offers funding for properties within the Clean Energy Green Corridor District and any owner whose property lies within the district can apply for financing.
- The Florida PACE Funding Agency provides PACE financing through its EVEST Florida Program. The Florida PACE Funding Agency has "subscribers" in 14 central and northern Florida Counties and over 10 cities including Tamarac, Pompano Beach, Pembroke Pines, Hollywood, Margate, Coral Springs and Lauderhill. Any local government in Florida may subscribe by resolution to make this financing opportunity available for its community.
- RenewPACE Program was created and approved by the Florida Green Finance
 <u>Authority</u> and its partnering local government members. Renew Financial I, LLC and
 its affiliates administers the Program and manages its daily activities. Renew Financial
 provides PACE financing over more than 80% of the State of California. In September
 2015, Renew Financial acquired EcoCity Partners that used to administer the Florida

Green Energy Works program. The Florida Green Energy Works program included Pasco, Martin and Escambia Counties and 12 municipalities in Palm Beach County, as well as the cities of Hollywood and Margate. Any municipality or local government in Florida can join by interlocal agreement to scale the consortium.

Depending on the program, administrators offer direct financing, owner/arranged open market funding, lender consent versus lender notification requirements, pre-qualified contractors, and energy audits. Each of these agencies will handle all significant aspects of the program, including general administration, website creation and updating, energy analysis, contractor training and approval, marketing, levy of assessment, financing and collections. It should be noted that, by joining one program, the City is not excluded from participating in the other existing PACE programs.

City staff evaluated the three programs, and recommends that the City move forward with participating in Ygrene's Clean Energy Green Corridor and Florida PACE Funding Agency program. By joining these two PACE programs, the City can quickly make PACE funding available to its residential and business community. It should be noted that, by joining the Ygrene's Clean Energy Green Corridor and the Florida PACE Funding Agency, the City is not excluded from participating in the other existing PACE programs using a similar mechanism to enroll. It is recommended that other PACE providers be evaluated again in the future as they become more established in the region.

LEGISLATIVE AUTHORITY

Section 163.08 F.S. provides authority for a local government to pass an ordinance or adopt a resolution to create a program that provides up-front financing and allows property owners to apply to the local government to receive the finance.

CONCLUSION

The following is presented to the members of the Mayor and City Commission for discussion and further direction. The Administration recommends that the Mayor and City Commission adopt both Resolutions and Interlocal Agreements.

SMT/ESW/FCT

RESOL	UTION	2016-	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND AUTHORIZE THE CITY TO JOIN THE CLEAN ENERGY GREEN CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMBERSHIP AGREEMENT BETWEEN THE CITY AND THE GREEN CORRIDOR CLEAN ENERGY PROPERTY ASSESSED (PACE) DISTRICT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A."

WHEREAS, in 2010, the Florida Legislature adopted HB 7179, which was codified at Section 163.08, Florida Statutes, which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, Florida Statutes, authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the Commission desires to join the Clean Energy Green Corridor PACE District in order to provide the upfront financing to property owners for Qualifying Improvements and to enter into a membership agreement with the District for the purpose of financing such improvements; and

WHEREAS, the Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Miami Beach to join PACE; and

WHEREAS, the Mayor and City Commission approve a membership agreement between the Municipality and the Green Corridor Clean Energy Property Assessed (PACE) District in substantially the form attached hereto as Exhibit "A," relating to the Clean Energy Green Corridor (the "Membership Agreement").

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission hereby create a Property Assessed Clean Energy Program and authorize the City to Join the Clean Energy Green Corridor Program in accordance with Section 163.08, Florida Statutes; and authorize the City Manager to execute a Membership Agreement between the City and the Green Corridor Clean Energy Property Assessed (PACE) District, in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this	day of, 2016.	
ATTEST:		
	Philip Levine, Mayor	
Rafael Granado, City Clerk		

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney /

5 (31 (16 Date

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND THE CITY OF MIAMI BEACH

	This Membership Agreement (the "Membership Agreement") is entered into this	day
of	, 2016 by and between the Green Corridor Property Assessment Clean	Energy
("PA	CE") District, a public body corporate and politic (the "Green Corridor"), and the	City of
Mian	ni Beach ("City"), Florida, a Florida Municipal Corporation (collectively, the "Parti-	es") for
the pu	urpose of providing a PACE program within the jurisdiction of the City of Miami Be	ach.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on June 8, 2016, the City of Miami Beach adopted Resolution _____ agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the City in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and the City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

- 1. <u>Recitals Incorporated</u>. The above recitals are true and correct and incorporated herein.
- 2. <u>Purpose</u>. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the City in accordance with Section 163.08, Florida Statutes, by virtue of the City's joining the Green Corridor as a non-voting member and utilizing the Green Corridor's existing program (the "Program").
- 3. <u>Qualifying Improvements</u>. The City shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the City.
- 4. <u>Non-Exclusive</u>. The Green Corridor Program is non-exclusive, meaning City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.
- 5. <u>Program Guidelines:</u> The Parties agree that, unless the City desires to implement its own local program guidelines as described below, the Program to be offered in the City will be wholly governed by the Green Corridor's Program Guidelines. If

- sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the City. These local program guidelines shall be consistent with the Green Corridor's guidelines. The City may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the City's guidelines, the Green Corridor's guidelines shall control.
- 6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the City, which boundaries may be limited, expanded, or more specifically designated from time to time by the City by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the City to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the City as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.
- 7. <u>Financing Agreement</u>. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the City who obtain financing through the Green Corridor.
- 8. <u>Amended and Restated Interlocal Agreement</u>. The Parties agree that the City shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the City.
- 9. Responsibilities of the Green Corridor; Indemnification. The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the City.

- 10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments.]
- 11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all City property owners that may utilize the Program.
- 12. <u>Term.</u> This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ninety (90) days prior written notice.
- 13. <u>Consent.</u> This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the City's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.
- 14. <u>Voting Rights</u>. The Parties agree that the City shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.
- 15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director
Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

If to the City of Miami Beach: Jimmy Morales, City Manager 1700 Convention Center Drive – 4th Floor Miami Beach, FL 33139

With a Copy to: Raul Aguila, City Attorney 1700 Convention Center Drive – 4th Floor Miami Beach, FL 33139

- 16. <u>Amendments</u>. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.
- 17. <u>Joint Effort.</u> The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 18. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.
- 19. <u>Assignment</u>. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
- 20. <u>Records.</u> The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 21. <u>No Third Party Beneficiaries.</u> It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.
- 22. <u>Severability</u>. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 23. <u>Venue</u>. The exclusive venue of any legal or equitable action against the City that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.
- 24. <u>Effective Date</u>. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the Pagreement on thisday of	arties hereto have made and executed this Membership, 20
ATTEST:	GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT
By: District Secretary	By:Executive Director
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
By: Weiss Serota Helfman Cole & Bierman, P.L., District Attorney	
ATTEST:	CITY OF MIAMI BEACH, FLORIDA
By:	By: Jimmy Morales, City Manager
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
By: Raul Aguila, City Attorney	

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO #

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales

DATE: June 8, 2016

SUBJECT:

DISCUSSION REGARDING GREEN CORRIDOR PROGRAM AS

AUTHORIZED UNDER SECTION 163.01, FLORIDA STATUTES, A/K/A THE **GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE)**

DISTRICT

BACKGROUND

At the Sustainability and Resiliency Committee meeting on March 30, 2016, the Committee referred a discussion to the Mayor and City Commission regarding the revaluation of a Property Assessed Clean Energy (PACE) Program. This item was sponsored by Commissioner Kristen Rosen Gonzalez.

OVERVIEW

During the 2010 session, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (ex: energy-efficient heating, cooling, or ventilation systems), renewable energy (ex: solar panels), wind resistance (ex: impact resistant windows) and other improvements that are not inconsistent with state law.

The property-assessed clean energy (PACE) model is an innovative mechanism for financing energy efficiency and renewable energy improvements on private property. PACE programs allow local governments, state governments, or other inter-jurisdictional authorities, when authorized by state law, to fund the up-front cost of energy improvements on commercial and residential properties, which are paid back over time by the property owners. The recent extension of this financing model to energy efficiency and renewable energy allows a property owner to implement improvements without a large or even any up-front cash payment.

Property owners voluntarily choose to participate in a PACE program and agree to repay their improvement costs over a set time period-typically 10 to 20 years-through property assessments, which are secured by the property itself and paid as an addition to the owners' property tax bills. In order to qualify, the property tax may have not been delinquent for the preceding three years and the improvements may not exceed 20% of the just value of the property. The estimated utility costs savings of the improvements can be used by the participating property owners to support payment annually as a voluntary non-ad valorem assessment on their property tax bill. Nonpayment generally results in the same set of repercussions as the failure to pay any other portion of a property tax bill. The interest rate varies from program to program but ranges from about 6-8.5%.

A PACE assessment is a debt of property, which means the debt is tied to the property as opposed to the property owner(s), therefore the repayment obligation may transfers with property ownership depending upon state legislation. This eliminates a key disincentive to investing in energy improvements, since many property owners are hesitant to make property improvements if they think they may not stay in the property long enough for the resulting savings to cover the upfront costs. In addition, PACE programs assist residents and business owners in reducing their carbon footprint and energy costs and also assist in stimulating the local economy through creating construction jobs.

In order for City residents to benefit from a PACE program, the City must establish a program or join a special district through adoption of a resolution and/or execution of an interlocal agreement. Three programs have been established in the South Florida area and operated by third party administrators:

- The <u>Clean Energy Green Corridor</u> is operated by <u>Ygrene Energy Fund Florida</u> and includes 37 municipalities in Miami-Dade, Broward and Alachua Counties. The Clean Energy Green Corridor was established as a joint effort between seven Miami-Dade municipalities (Miami, Coral Gables, Pinecrest, Miami Shores, South Miami, Palmetto Bay and Cutler Bay). The Ygrene Energy Fund offers funding for properties within the Clean Energy Green Corridor District and any owner whose property lies within the district can apply for financing. This program allows building owners to finance clean energy and hurricane protection upgrades for up to a 20 year term.
- The <u>Florida PACE Funding Agency</u> has "subscribers" in 14 central and northern Florida Counties; and in 10 cities including Tamarac, Pompano Beach, Pembroke Pines, Hollywood, Margate, Coral Springs and Lauderhill. The Florida PACE Funding Agency program is administered by the <u>ElVEST Florida</u> and was a special purpose unit of government formed by Flagler County and the City of Kissimmee as a public service to benefit all eligible property owners in subscribing counties. Any local government in Florida may subscribe by resolution to make this financing opportunity available for its community.
- Florida Green Energy Works was administered by EcoCity Partners which was recently acquired by Renew Financial in September 2015. Renew Financial provides PACE financing over more than 80% of the State of California. This program includes Pasco, Martin and Escambia Counties and 12 municipalities primarily in Palm Beach County but also includes the cities of Hollywood and Margate. Any municipality or local government in Florida can join by interlocal agreement to scale the consortium.

Depending on the program, administrators offer direct financing, owner/arranged open market funding, lender consent versus lender notification requirements, pre-qualified contractors, and energy audits. Each of these agencies will handle all significant aspects of the program, including general administration, website creation and updating, energy analysis, contractor training and approval, marketing, levy of assessment, financing and collections. While the City is not responsible for any of those activities, it is recommended that municipalities that have elected to join PACE program provide marketing and communications publicize the program. It should be noted that, by joining one program, the City is not excluded from participating in the other existing PACE programs.

Of the three South Florida PACE Programs, the Clean Energy Green Corridor offers a

comprehensive turnkey solution for City property owners and has demonstrated substantial success in funding improvements in the Southeast Florida area. Currently, 22 municipalities in Miami-Dade and Broward participate in the Clean Energy Green Corridor Program including Coral Gables, Key Biscayne, Miami, North Miami, Pinecrest, South Miami, Surfside, Homestead, Fort Lauderdale, Dania Beach, Hallandale Beach, Hollywood, Margate, Pompano Beach, amongst others. Sixteen cities in Alachua County have also recently joined. Since it began funding projects in the summer of 2013, Clean Energy Green Corridor program reports it has received over 4852 applications for funding, funded 1125 projects totaling \$34.8 million, and improved 1102 properties. 97% of the volume is residential while 17% of the dollar value is commercial. The average residential project funded is \$23,675. Roughly one third of the improvements are roofing repairs, 44% windows and doors, approximately 11% new air conditioning and 7% solar panels.

By joining this PACE program, the City can quickly make PACE funding available to its residential and business community. It should be noted that, by joining the Clean Energy Green Corridor, the City is not excluded from participating in the other existing PACE programs using a similar mechanism to enroll.

LEGISLATIVE AUTHORITY

Section 163.08 F.S. provides authority for a local government to pass an ordinance or adopt a resolution to create a program that provides up-front financing and allows property owners to apply to the local government to receive the finance.

CONCLUSION

The following is presented to the members of the Mayor and City Commission for discussion and further direction.

Attachments

Exhibit 1 - Resolution to Join the Clean Energy Green Corridor Program

Exhibit 2 – Interlocal Agreement for Providing a PACE Program

Exhibit 3 – Clean Energy Green Corridor Program Guidelines

SMT/ESW/FCT

Comment [TF1]: Checking the numbers with the program be they may have changed a bit.

Comment [TF2]: or... The Administration recommends that the Mayor and City Commission adopt the Resolution and the Interlocal Agreement.

Comment [TF3]: The ones Eve provided



CLEAN ENERGY GREEN CORRIDOR

PROGRAM GUIDELINES

CLEAN ENERGY GREEN CORRIDOR www.ygreneworks.com

In order to apply for financing under the Clean Energy Green Corridor (the "District") Program (the "Program") the property owner must read, accept, and comply with the terms provided herein (the "Program Terms").

These Program Terms, along with the documents property owners execute in connection with the Program (the "Program Documents"), establish the terms of the District Program. Property owners should become familiar with and understand the provisions of the Program Terms. By executing the Program Documents, the property owner agrees to all of the Program Terms. The District reserves the right to amend these Program Terms from time to time as described below. The District has contracted with Ygrene Energy Fund Florida, LLC (the "Administrator") to administer the program. The District will share information with the Administrator and other third parties as necessary to administer the Program.

1. Purpose of the Program

The Program is intended to assist property owners in the District in financing the installation of energy efficiency, wind resistance and renewable energy improvements as defined in Section 163.08, Florida Statutes (the "Qualifying Improvements"). The financing and the costs of administering the Program will be repaid through non-ad valorem special assessments added to the property tax bills paid by only those property owners who voluntarily choose to participate in the Program. There may be other types of financing available to property owners and the District does not guarantee that the Program is the best financing option. Property owners should obtain help in selecting the option that is most appropriate for their particular situation.

2. Summary of the Program Process

As discussed in more detail below, in order to receive funding from the Program, property owners must complete the following steps for all property types:

- a. Determine that they meet the eligibility requirements. (see "Eligibility" below).
- b. Apply online or submit a paper application for the Program. (see "Application" below).
- c. Agree to these Program Terms and pay an application fee as part of the application process.
- d. At least 30 days before executing a financing agreement (the "Financing Agreement"), the property owner shall provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the property a notice of the owner's intent to enter into a Financing Agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. Unless otherwise instructed, the program administrator will automatically do this upon application approval.
- e. The Administrator must approve the completed application.
- f. A contractor certified (the "Certified Contractor") through the Program must be selected by the property owner to install the Qualifying Improvements. The Certified Contractor must submit a bid for the installation of Qualifying Improvements on the property
- g. The District will record the signed Finance Agreement or a summary memorandum of such agreement within 5 days of signing. Upon disbursement of funds, the District will record an addendum to the Financing Agreement indicating the final amount financed which will be annually assessed (the "Settlement Statement").
- h. The District will authorize the release of funds to the property owner after project completion. Property owners may choose to assign payment directly to their Certified Contractor.
- Pay the special assessments in the amounts and at the times specified in the Settlement Statement.

3. Eligibility

The Program is available to all privately owned property within the District. The financing terms and conditions set forth in these Program Terms are applicable to financings for the installation of Qualifying Improvements in residential and non-residential properties (as determined by guidelines established by each member municipality of the District). In order to participate in the Program, a property owner must meet and complete the following requirements and steps:

- The property to be improved with the Qualifying Improvements must be located within the District.
- b. All holders of fee simple title to the subject property or, for corporate owners their designee(s), must sign the Program Documents. Therefore, before submitting an application, property owners must ensure that all property owners will agree to participate in the Program on the terms set forth in these Program Terms.
- c. All property taxes and any other assessments levied on the same bill as property taxes must be paid and have not been delinquent for the preceding 3 years or the property owner's period of ownership, whichever is less. There shall be no involuntary liens, including, but not limited to, construction liens on the property. There shall be no notices of default or other evidence of property-based debt delinquency recorded during the preceding 3 years or the property owner's period of ownership, whichever is less. The property owner must be current on all mortgage debt on the property. Property owner may not currently be in bankruptcy.
- d. The total debt of the property, including mortgages and equity lines of credit, secured by the property, must not exceed 90% of the fair market value of the property. The administrator will provide you with the current fair market value of the property.
- e. The District reserves the right, in its sole discretion, to request supplemental information from owners and to deny applications based on any negative reports.

4. Application

All property owners interested in applying to the Program must submit the initial application documents listed below along with the required application fee. At the time of application, property owners must agree to the Program Terms. Project applications will receive an administrative point of contact from the Administrator, who will assist in the process.

- a. Application Form and application fee.
- b. Upon review of the application by the Administrator, applicants will receive either a Notice of Approval or a Notice of Denial.
- c. Upon receipt of a Notice of Approval, unless otherwise instructed, the program administrator will send a notice to any mortgage holder of the property owners intent to use the Program informing them of the maximum potential assessment. This is not required if the property is owned free and clear.
- d. Upon receipt of a Notice of Approval, applicants can proceed to submit their proposed project for approval (See "Project Approval" below).
- e. Should an application be denied, the notice will include recommend remedial action that may be available to the applicant.

5. Qualifying Improvements; Certified Contractors; Maximum Funding

The following general provisions apply to all projects submitted for funding under the Program:

- a. Program financing may only be used to finance those improvements that are described in the list of Qualifying Improvements (see appendix I). Property owners are responsible to ensure that improvements installed on their property qualify under the program.
- b. The Program is a financing program only. Neither the District nor the Administrator is responsible for installation of the Qualifying Improvements or their performance.
- c. The Qualifying Improvements must be affixed to the building or facility that is part of the property and shall constitute an improvement to the building or facility or a fixture attached to the building or facility. Appliances built-in to cabinetry qualify, but freestanding units do not. Built-in lighting fixtures qualify, but replacement of light bulbs alone cannot be financed. Questions regarding Qualified Improvements should be directed to the Administrator.
- d. Qualifying Improvements must be installed by Certified Contractors who meet the eligibility criteria set forth for the specific category of work being financed, and who are listed on the Certified Contractors list that may be obtained on-line or from the Administrator.
- e. The Program requires a minimum funding request of \$2,500.
- f. The Program will approve maximum funding requests in an amount such that the aggregate amount of any fixed assessment liens on the property and the amount of the proposed project to be completed do not exceed 100% of the fair market value of the property. Maximum financing is initially set at the lesser of 20% of the just value of the property as determined by the property appraiser or 15% of the fair market value.
- g. The Program will not provide financing for any costs in excess of the maximum amounts allowed under FL law.

6. Project Approval

Upon receipt of a Notice of Approval of a Program application and following verification of lender notification being sent, the property owner may proceed towards project funding. Following are the steps required to obtain authorization for funding under the Program:

- a. Select a Certified Contractor from the Certified Contractor List. This list is available on-line and/or from the Administrator. Applicants may wish to obtain bids and advice from more than one Certified Contractor.
- b. Work with Certified Contractor(s) to determine the scope and cost of your project, and verify that the proposed work qualifies for funding under the Program. Once Qualifying Improvements are selected, obtain a formal bid from one or more Certified Contractors.
- c. Following review of the project bid(s) select a Certified Contractor to coordinate the project with the Program Administrator.
- d. Once the project is approved, applicants will be required to execute the Financing Agreement. This is the contract that authorizes the Administrator and the District to record on the property tax record the assessment that will secure the project financing. The Financing Agreement must be signed prior to commencement of construction.
- e. Once the Financing Agreement is signed, applicants will receive a Notice to Proceed. Upon receipt of this notice, applicants can authorize commencement of the project. If construction begins prior to receipt of a Notice to Proceed, applicants run the risk of not qualifying for Program funding.

7. Funding

- a. Once the Certified Contractor has completed installation of the Qualifying Improvements, contractor must submit a payment request and the project verification documents. Contact the Administrator for a complete list of required forms and agreements. Property owner may request that the Certified Contractor receive payment directly from the Administrator.
- b. If the funding request is not submitted to the Administrator within 90 calendar days after the date that appears on the Finance Agreement, the interest rate may be reset (See "Financing Costs; Interest Rate below).
- c. Upon review of the project record the Administrator will confirm its eligibility for funding and calculate the final assessment details. Prior to the issuance of wire transfer, the property owner must approve and sign the Estimated Settlement Statement.
- d. In the event a property owner cancels financing after submitting a request for funding, all expenses incurred by the Program for recording documents, preparing bond documents and releasing any liens will be the responsibility of the property owner. Property owners may be responsible for expenses incurred by Certified Contractors according to their contracts. The District has no responsibility to release funds to property owners or Certified Contractors for work that has not been completed for any reason.

8. Financing Costs; Interest Rate

- a. In order to receive funding, property owners agree to pay special assessments in an amount equal to (i) the principal amount received from the Program, (ii) interest on the principal amount received from the Program and (iii) initial and on-going administrative expenses (see Appendix II).
- b. Principal. This is the total of all financed project costs. These may include costs associated with implementing the project such as closing fees, permits, audit expenses, application fees and capitalized interest (see "Capitalized Interest" below).
- c. Interest Rate. The rate of interest charged on the amount funded will be fixed for the full term of the assessment. The rate will be set for 90 days on the date that the Finance Agreement is prepared by the Administrator.
- d. Capitalized Interest. Because of administrative delays involved in placing assessments on County tax rolls, capitalized interest will be added to the assessment for the time period between funding of the project and the first day of the year in which the bond for each project is issued.

9. Repayment Terms; Special Assessments

- a. Repayment Terms. Following placement of the assessment on the tax roll, the property owner will be obligated to pay the special assessments specified in the Project Approval.
- b. Prepayment Terms: The Special Assessment can be paid off at any time. There is a 5% prepayment penalty which will be owed on any outstanding principal balance at the moment the prepayment is made. This penalty can be waived by adding on a voluntary charge to the closing costs and the assessment can be pre-paid in full at any time.
- c. Special Assessments. A property owner must pay the agreed-upon special assessment regardless of personal financial circumstances, the condition of the property, or the performance of the Qualifying Improvements. Property owners should not apply for financing if they are not certain they can meet the assessment obligations. The failure to pay property taxes in full or in part will result in financial repercussions including penalties, interest, the sale of a tax certificate on the property, and possible loss of the property. If property owners use an escrow account to pay their property taxes, they must notify the escrow company of the special assessment. In such cases, property owners will need to increase monthly payments to the escrow account by an amount equivalent to the annual assessment payments, divided by 12 months.

10. Compliance with Existing Mortgages

Recordation of the assessment on the tax roll will establish a continuing lien as security for the obligation to pay the special assessments. In accordance with Florida law, the lien securing the obligation to pay the special assessments will be senior to all private liens, including existing mortgage(s). Many mortgage and loan documents limit the ability of a property owner to place senior liens on property without the consent of the lender, or authorize the lender to obligate borrowers to prepay the senior obligation. Recently, the Federal Housing Finance Agency has issued policy guidelines that question the validity and assessment status of PACE assessments. Program participants should confirm with their lender(s) that participation in the Program does not adversely impact their rights with respect to any existing loan documents. Property owners are required to notify their lenders prior to a funding request and to provide the Administrator with a copy of the letter and proof of mailing. The Administrator will provide required forms for lender notification, but ultimate responsibility for addressing issues with existing lenders remains with property owners.

11. Transfer or Resale of the Subject Property

Special Assessments run with the property. In the event of a sale, unless other arrangements are made prior to closing, the annual payments will appear on the new owner's tax bill. The property owner must be aware of the fact that the Federal Housing Finance Agency has made a statement indicating that they will not give a mortgage to a potential buyer of a residential property if the property has a PACE special assessment recorded against it. If this is the case, the assessment can be prepaid at the time of sale (see "Repayment Terms; Special Assessments" above).

Ownership of any funded Qualifying Improvements (including light bulbs) transfer to the new owner. and may not be removed from the property. Program participants agree to make all legally required disclosures regarding the existence of the assessment lien on the property in connection with any sale.

At or before the time a purchaser executes a contract for the sale and purchase of any property for which a non-ad valorem assessment has been levied and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE.—The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

12. Rebates and Taxes

Participation in this Program does not reduce rebates available through federal, state, utility sponsored and District rebate programs. More information on available programs can be found online or through Certified Contractors and other vendors. Participants should consult with their tax advisors with respect to the state and federal tax benefits and consequences of participating in the Program. Neither the District nor the Administrator is responsible for the tax considerations of participating in the Program.

13. Changes in State and Federal Law

The District's ability to continue to finance the Program is subject to a variety of state and federal laws. If those laws or the judicial interpretation thereof changes after a property owner applies for the Program, but before the District fulfills the funding request, the District may be unable to fulfill the request. In such event, the District shall have no liability as a result of any such change in law or judicial interpretation.

14. Changes in Program Terms

The District reserves the right to change the Program Terms at any time without notice. However, no such change will affect a participant's obligation to pay special assessments as set forth in the Settlement Statement. Participation in the Program will be subject to the Program Terms in effect from time to time.

APPENDIX I QUALIFYING IMPROVEMENTS

The following list represents improvements that will be Qualifying Improvements under the District PACE Program. Additional and/or alternative measures may be approved on a case-by-case basis and/or as the list is modified from time to time in compliance with State Law or instructions from the District.

1. Energy Efficiency

- a. Air Sealing and Ventilation
 - Air Filtration
 - Building Envelope
 - Duct Leakage and Sealing
 - Bathroom, ceiling, attic, and whole house fans
- b. Insulation
 - Defect Correction
 - Attic, floor, walls, roof, ducts
- c. Weather-Stripping
- d. Home Sealing
- e. Geothermal Exchange Heat Pumps
- f. HVAC Systems
- g. Evaporative Coolers
 - Cooler must have a separate ducting system from air conditioning and heating ducting system
- h. Natural gas storage water heater
 - Energy Star listed
- i. Tankless water heater
- j. Solar water heater system
- k. Reflective insulation or radiant barriers
- Cool roof
- m. Windows and glass doors
 - U value of 0.40 or less and solar heat gain coefficient of 0.40 or less
- n. Window filming
- o. Skylights
- p. Solar tubes
- q. Additional building openings to provide addition natural light
- r. Lighting
 - Energy Star listed (only retrofits)
- s. Pool equipment
 - Pool circulating pumps

2. Other Non-Residential Building Measures

The following measures are allowed for commercial and non-residential buildings, in addition to all applicable energy efficiency measures listed above:

- a. Occupancy-Sensor Lighting Fixtures
 - SMART Parking Lot Bi-Level Fixture
 - SMART Parking Garage Bi-Level Fixtures
 - SMART Pathway Lighting
 - SMART Wall Pack Fixtures
- b. Task Ambient Office Lighting
- c. Classroom Lighting
- d. Refrigerator Case LED Lighting with Occupancy Sensors
- e. Wireless, daylight lighting controls
- f. Kitchen Exhaust Variable Air Volume Controls
- g. Wireless HVAC Controls & Fault Detection

3. Solar Equipment

- a. Solar thermal hot water systems
- b. Solar thermal systems for pool heating
- c. Photovoltaic systems (electricity)
- d. Emerging technologies following the Custom Measures Track

4. Wind Resistance Measures

- a. Wind hardening measures can be deployed through this Program. The measures described qualify.
- b. Improving the strength of the roof deck and foundation attachment.
- c. Creating a secondary water barrier to prevent water intrusion.
- d. Installing wind-resistant shingles or other roofing.
- e. Installing gable-end bracing.
- f. Reinforcing roof-to-wall connections.
- g. Installing storm shutters.
- h. Installing perimeter-opening protections.
- i. Raising building elevations.

5. Custom Measures

The Custom Measures Track is a process by which the Energy Center Manager and/or staff can evaluate and approve funding for projects that are not "off the shelf" improvements listed in the Qualifying measures. These custom projects may involve large scale industrial or commercial energy efficiency improvements; processing or industrial mechanical systems; and renewable energy generation from sources such as geothermal and fuel cells. The following are examples of custom measures that will be considered for Clean Energy Green Corridor funding:

- a. Custom Energy Efficiency Measures
 - Building energy management controls
 - HVAC duct zoning control systems
 - Irrigation pumps and controls
 - Lighting controls
 - Industrial and process equipment motors and controls
 - Electric Vehicle Charging Equipment
- b. Custom Energy Generation Measures
 - Fuel Cells
 - Wind turbine power system
 - · Natural gas
 - Hydrogen fuel
 - Other fuel sources (emerging technologies)
 - Co-generation (heat and energy)

APPENDIX II

ADMINISTRATIVE FEES AND CLOSING COSTS*

	RESIDENTIAL
Application Fee	\$50.00
Processing & Underwriting Fee	\$125.00
Jurisdiction Cost Recovery Fee**	See Table 1
Recording & Disbursement Fee	\$100.00
Bond Trustee Fee	\$90.00
Title & Escrow	\$65.00

	COMMERCIAL
Application Fee	\$250.00
Processing & Underwriting Fee	\$250.00
Jurisdiction Cost Recovery Fee**	See Table 1
Recording & Disbursement Fee	\$250.00
Bond Trustee Fee	\$90.00
Energy Analysis Fee	See Table 2

Table 1

	JURISDICTION COST RECOVERY FEE**	
	Project Size	Fee
RESIDENTIAL	< \$62,500	\$125.00
	≥ \$62,500	\$75 + (.0008 x Project Size)
COMMERCIAL	< \$250,000	\$225.00
	≥ \$250,000	\$75 + (.0008 x Project Size)

Table 2

ENERGY PRO - COMMERCIAL PROJECTS	
Project Size	Fee
≤ \$100,000	\$450.00
\$100,001 - \$200,000	\$600.00
\$200,001 - \$300,000	\$750.00
≥ \$300,001 +	\$900.00

^{*} A \$37 administrative fee will be added to the assessment in relation to tax collection, and in Miami-Dade County, the tax collector may add a 1% collection fee along with the special assessment.

^{*} Fees may vary based on current market conditions



CFN 2012R0550022 OR Bk 28217 Pss 0312 - 333; (22pss) RECORDED 08/06/2012 12:20:13 HARVEY RUVIN, CLERK OF COURT

AMENDED AND RESTATED¹ RECORDED 08/06/2012 12:20:13 HARVEY RUVIN, CLERK OF COURT HARVEY RUVIN, CLERK OF COURT CUTLER BAY, VILLAGE OF PALMETTO BAY, VILLAGE OF PINECREST, CITY OF SOUTH MIAMI, MIAMI SHORES VILLAGE, CITY OF CORAL GABLES & CITY OF MIAMI

This Amended and Restated Interlocal Agreement (the "Interlocal Agreement") is entered into between the Town of Cutler Bay, Florida, a Florida municipal corporation; Village of Palmetto Bay, Florida, a Florida municipal corporation; Village of Pinecrest, a Florida municipal corporation; City of South Miami, a Florida municipal corporation; Miami Shores Village, a Florida municipal corporation; City of Coral Gables, a Florida municipal corporation, and the City of Miami, a Florida municipal corporation (Collectively, the "Parties").

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

WHEREAS, the Parties desire to enter into an interlocal agreement creating a separate legal entity entitled the Green Corridor Property Assessment Clean Energy (PACE) District, hereinafter referred to as the "District;" and

WHEREAS, Section 166.021, Florida Statutes, authorizes the Parties to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality, a dependent special district as defined in Section 189.403, Florida Statutes, or a separate legal entity created pursuant to Section 163.01(7), Florida Statutes may finance energy related "qualifying improvements" through voluntary assessments; and

¹ This Interlocal Agreement restates and amends an interlocal agreement approved by the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, and City of South of Miami, which was not recorded and thus never became effective. Therefore, this Interlocal Agreement, upon recordation, shall serve as the Interlocal Agreement establishing the Green Corridor Property Assessment Clean Energy (PACE) District created pursuant to Section 163.01(7), Florida Statutes.

WHEREAS, Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

WHEREAS, Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements; and

WHEREAS, the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the District as a means of implementing and financing a qualifying improvements program within the District; and

WHEREAS, the Parties have determined that it is necessary and appropriate to create the District and to clarify various obligations for future cooperation between the Parties related to the financing of qualifying improvements within the District; and

WHEREAS, the Parties agree and understand that each member of the District will have complete control over the administration, governance, and implementation of their own PACE program, which includes, but is not limited to, the ability to review and approve program documents, marketing strategies, and determining eligible property types and improvements; and

WHEREAS, the Parties have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the District.

- **NOW, THEREFORE,** in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:
- Section 1. <u>Recitals Incorporated</u>. The above recitals are true and correct and incorporated herein.
- Section 2. <u>Purpose</u>. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the District, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes.
- Section 3. Qualifying Improvements. The District shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes.
- Section 4. <u>Enabling Ordinance or Resolution</u>. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and

163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The District shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the District. Additional local governments may join in and enter into this Interlocal Agreement by approval of two-thirds of the members of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the District.

Section 5. <u>District Boundaries</u>. The boundaries of the District shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the District will levy voluntary assessments on the benefitted properties within the boundaries of the District to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefited, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Parties termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the District, until such time that all outstanding debt has been satisfied.

Governing Board of the District. The District shall be governed by a governing board (the "Board,") which shall be comprised of property owners or elected officials within the jurisdictional boundaries of the Parties to this Interlocal Agreement and one at large property owner from within the District. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3). Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a twothird majority vote of the Board. The initial Board shall serve for an initial four (4) year term and shall consist of one (1) representative appointed by each Party from within their jurisdictional boundaries. The initial at large member of the Board shall be appointed by a majority vote of the Board. All subsequent renewal terms shall be for four (4) years. Following the initial Board appointments, the Parties to this Interlocal Agreement shall nominate appointees to be elected to the Board by current sitting Board members. In the event a Board member is no longer eligible to serve on the Board, that Party to this Interlocal Agreement shall appoint a replacement to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the District as provided in Section 11.

Section 7. <u>Decisions of the Board</u>. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. <u>District Staff and Attorney</u>. The Town Manager of Cutler Bay shall serve as the staff to the District. In addition, the Town Attorney for Cutler Bay shall

serve as the counsel to the District. To the extent not paid by the Third Party Administrator of the District (the "TPA"), all of the District's staff and attorney expenses shall be borne by the Town of Cutler Bay. After the District has been operating for two years, the Board may choose to hire different District staff and/or Attorney. If the Board chooses to hire different District staff and/or Attorney, the Town of Cutler Bay will no longer pay for the staff and/or attorney expenses to the extent they are not paid by the TPA.

Section 9. <u>Financing Agreement</u>. The Parties agree that the District shall enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District.

Section 10. <u>Procurement</u>. The Parties agree and understand that the initial procurement for the TPA for the District was performed by the Town of Cutler Bay in accordance with its adopted competitive procurement procedures (Request for Proposal 10-05). The Parties further agree and understand that the Town of Cutler Bay has selected Ygrene Energy Fund, Florida, LLC (the "Ygrene") as the initial TPA. The Town of Cutler Bay, on the behalf of the District, has entered into an Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which was assigned to the District.

Section 11. <u>Powers of the District</u>. The District shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the District boundaries;
- b. In its own name to make and enter into contracts;
- c. To employ agencies, employees, or consultants;
- d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- e. To acquire, hold, or dispose of property;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;
- g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;
- To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Interlocal Agreement;
- i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of

the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;

- j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and
- k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

Section 12. Quarterly Reports. A quarterly report of the District shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the District, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. <u>Term.</u> This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate.

Section 14. <u>Consent</u>. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the District as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. <u>Liability</u>. The Parties hereto shall each be individually and separately liable and responsible for the actions of its own officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed

to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to:	See Attachment
With a Copy to:	See Attachment

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. <u>Filing</u>. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. <u>Joint Effort</u>. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 21. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 22. <u>Assignment</u>. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 23. <u>Records</u>. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 24. <u>Governing Law and Venue</u>. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

Section 25. <u>Severability</u>. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 26. Third Party Beneficiaries. This Interlocal Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Interlocal Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.

Section 27. <u>Effective Date</u>. This Interlocal Agreement shall become effective upon the execution by the Parties hereto and recordation in the public records of the applicable county.

[Remainder of page intentionally left blank.]

Section 16. <u>Indemnification.</u> The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. <u>Notices</u>. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:	Town Manager Town of Cutler Bay 10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189
With a Copy to:	Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Boulevard Suite 700 Coral Gables, Florida 33134
	•

Section 18. <u>Amendments</u>. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the P Interlocal Agreement on this 27 day of	rarties hereto have made and executed this July, 2012.
ATTEST:	TOWN OF CUTLER BAY, a municipal
BY: Town Clerk	BY: Town Manager
(Affix Town Seal) Approved by Town Attorney as to form and legal sufficiency	Mal Transpown Attorney
ATTEST:	VILLAGE OF PINECREST, a municipal corporation of the State of Florida
BY: Guido H. Ingrianzo, Jr., CMC Village Clerk	BY: Nocely Gallano Gomez, ICMA-CM Village Manager
(Affix Fown Seal)	,
Approved by Tewn Attorney as to form and legal sufficiency	Jy Must we rely

"Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager

Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Boulevard

Suite 700

Coral Gables, Florida 33134

Village Manager/Village of Pive crest 12645 Pine crest Parker ay Rinecrest, FL 33156

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 3 day of 5 wy , 2012.
ATTEST: OWN OF CUTLER BAY, a municipal corporation of the State of Florida
BY: Town Clerk BY: Town Manager
(Affix Town Seal)
Approved by Town Attorney as to form and legal sufficiency Town Attorney
ATTEST: CITY OF SOUTH MIAMI, a municipal corporation of the State of Florida
BY: Or Color By Clerk BY: City Clerk BY: City Clerk
(Affix Town Seal)
Approved by City Attorney as to form and legal sufficiency City Attorney

Section 16. <u>Indemnification</u>. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. <u>Notices</u>. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager
Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Boulevard

Suite 700

Coral Gables, Florida 33134

CITY MANAGER CITY OF SOUTH MIAM! 6130 SUNSKI DR. SOUTH MIAMI, FL 33/43

Section 18. <u>Amendments</u>. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Boulevard

Suite 700

Coral Gables, Florida 33134

VILLAGE MANAGER VILLAGE OF PALMETTO BAG 9705 E. HIBISCUS ST. PALMATTO MAY FL 33157

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. <u>Filing</u>. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. <u>Joint Effort</u>. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a

ATTEST: MIAMI SHORES VILLAGE, a municipal corporation of the State of Florida P. Estep, Muc Village Manager (Affix Village Seal)

Section 16. <u>Indemnification</u>. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

4 9 67

Town Manager

Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Boulevard

Suite 700

Coral Gables, Florida 33134

If to Miami Shores Village:

Village Manager Miami Shores Village 10050 N.E. 2nd Avenue Miami Shores, FL 33138

With a Copy to:

Richard Sarafan, Esquire Genovese Joblove & Batista 100 S.E. Second Street, 44th Floor Miami, FL 33131

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

City Attorney

Section 16. <u>Indemnification.</u> The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the Indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mall, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to City of Miami:	Johnny Martinez City Manager City of Miami 3500 Pan American Dr.□ Miami, Florida 33133
With a Copy to:	Julie O. Bru Office of the City Attorney 444 SW 2nd Avenue, Suite 952 Miami, Florida 33130

Section 18. <u>Amendments</u>. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Interlocal Agreement on this 4 day	of
	is subject to Resolution 2012-05, which establishes the participate in the District. A copy of the Resolution is
ATTEST:	CITY OF CORAL GABLES, a municipal corporation of the State of Florida
BY City Clerk	BY: Patrick Solomo City Manager
(Affix Town Seal)	
Approved by City Attorney as to form and legal sufficiency	

Section 16. <u>Indemnification.</u> The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. <u>Notices</u>. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager

Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105 Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Boulevard

Suite 700

Coral Gables, Florida 33134

If to Coral Gables

City Manager

City of Coral Gables 405 Bittmore Way

Coral Gables, Florida 33134

With a Copy To:

City Attorney

City of Coral Gables 405 Biltmore Way

Coral Gables, Florida 33134

Section 18. <u>Amendments</u>. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

RESOLUTION 2016-		
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND FOR THE CITY TO JOIN THE NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY FOR AN INITIAL TERM OF THREE YEARS ENDING SEPTEMBER 30, 2017; IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES, IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A."

WHEREAS, the Florida Legislature adopted Section 163.08, Florida Statutes, which encourages local governments to fund and finance Property Assessed Clean Energy (PACE) programs in order to provide financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with this general (the "Qualifying Improvements"); and

WHEREAS, the Legislature has described this funding and financing as a 'compelling state interest' in Section 163.08(1), as PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of jobs and material sales; and

WHEREAS, Section 163.08, Florida Statutes, authorizes a city, a county or a separate legal entity to create and administer PACE programs for financing these Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the Commission desires to approve and encourage the Florida Pace Funding Agency program in order to assist private property owners and achieve the compelling state interests announced by the Legislature; and

WHEREAS, the Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Miami Beach to join the Florida Pace Funding Agency program; and

WHEREAS, the Mayor and City Commission approve and direct execution of a non-exclusive interlocal agreement between the City Commission and the Florida Pace Funding Agency in substantially the form attached hereto as Exhibit "A," (the "Non-Exclusive Interlocal Subscription Agreement").

[Remainder of page intentionally left blank.]

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission authorize the execution of the foregoing interlocal agreement; and authorize the City Manager to execute a "Non-Exclusive Interlocal Subscription Agreement", in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this	day of, 2016.
ATTEST:	
	Philip Levine, Mayor
Rafael Granado, City Clerk	, map 2011.10, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT RELATING TO THE FUNDING AND FINANCING OF QUALIFYING IMPROVEMENTS BY THE FLORIDA PACE FUNDING AGENCY

Between

THE CITY OF MIAMI BEACH, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY

TABLE OF CONTENTS

		<u>PAGE</u>
	ARTICLE I	
	DEFINITIONS AND CONSTRUCTION	
SECTION 1.01.	DEFINITIONS	1
SECTION 1.02.	CONSTRUCTION	3
SECTION 1.03.	SECTION HEADINGS	
SECTION 1.04.	FINDINGS	
	ARTICLE II	
	SUBSCRIPTION	
SECTION 2.01.	AUTHORITY	5
SECTION 2.02.	CREATION OF STATE, COUNTY	
	OR MUNICIPAL DEBTS PROHIBITED	5
SECTION 2.03.	ADOPTION OF RATES, FEES AND CHARGES	5
SECTION 2.04.	FINANCING AGREEMENTS	6
SECTION 2.05.	IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO	
	FINANCING AGREEMENTS	6
SECTION 2.06.	COLLECTION OF SPECIAL ASSESSMENTS	7
SECTION 2.07.	PLEDGE OF PROCEEDS	
	FROM NON-AD VALOREM ASSESSMENTS	7
SECTION 2.08.	CARBON OR SIMILAR CREDITS	8
	ARTICLE III	
	GENERAL PROVISIONS	
SECTION 3.01.	INTERLOCAL AGREEMENT PROVISIONS	9
SECTION 3.02.	DISCLOSURE	9
SECTION 3.03.	TERM OF AGREEMENT,	
	DURATION OF AGREEMENT; EXCLUSIVITY	
SECTION 3.04.	AMENDMENTS AND WAIVERS	10
SECTION 3.05.	NOTICES	
SECTION 3.06.	QUALITY CONTROL AND COMMUNICATION	11
SECTION 3.07.	IMMUNITY; LIMITED LIABILITY	
SECTION 3.08.	BINDING EFFECT	12
SECTION 3.09.	SEVERABILITY	
SECTION 3.10.	EXECUTION IN COUNTERPARTS	13
SECTION 3.11.	APPLICABLE LAW	13
SECTION 3.12.	ENTIRE AGREEMENT	13

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT RELATING TO THE FUNDING AND FINANCING OF QUALIFYING IMPROVEMENTS BY THE FLORIDA PACE FUNDING AGENCY

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency" means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

"Agency Charter Agreement" or "Charter" means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Supplemental Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement, pursuant to which the Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within this State and the geographic bounds of the Subscriber. The Agency's Program is non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Supplemental Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the Property Owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by a Property Owner who has

entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

"Subscriber" means the City of Miami Beach, Florida, a general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida.

"Subscription Agreement" or "Interlocal Agreement" means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. The term subscription in the context simply presents a means of making available the service of funding and financing of Qualifying Improvements by the Agency to interested private property owners as provided by general law.

"Supplemental Act" means the provisions of, and additional and supplemental authority described in, Section 163.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

- (A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "hereafter" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.
- (B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this interlocal agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State Legislature has determined there is a compelling state interest in enabling private property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, and its property owners and inhabitants.

- (B) The Agency has provided to the Subscriber a binding Final Judgment that expressly evidences the Agency is distinct from the Subscriber and that the Subscriber shall not in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency or its agents, and the Agency has no independent power to obligate the Subscriber.
- (C) Nothing in this Agreement does, nor shall be construed to empower the Agency to obligate or foist any liability upon the Subscriber in any manner, without the express written permission of both parties; and no such permission is included in this Agreement.
- (D) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Miami Beach) and the voluntary participation in the Program by Property Owners provides an alternative financing option to private property owners to finance and repay the costs to provide and install Qualifying Improvements.
- (E) The Agency is authorized by law pursuant to the provisions of the Supplemental Act to undertake the Program.
- (F) This Agreement provides an alternative, supplemental and non-exclusive means to encourage and achieve, *inter alia*, immediate local economic development in a manner provided by the Legislature, provide for local commerce and job creation, as well as achieving the compelling State interest and public purposes described in the Supplemental Act.

[Remainder of page intentionally left blank.]

ARTICLE II SUBSCRIPTION

SECTION 2.01. AUTHORITY.

- (A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.
- (B) The Agency by this Subscription Agreement is approved to act to provide its lawful services, and lawfully conduct its affairs, within the City of Miami Beach.
- (C) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation or other county or municipal revenues or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

- (A) The Board of Directors necessarily must adopt or authorize from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner pursuant to a Financing Agreement described in the Supplemental Act.
- (B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the Property Owners within the same class, or within each subscribing local governmental jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

SECTION 2.04. FINANCING AGREEMENTS.

- (A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.
- (B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Special Assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

- (A) Upon execution by the Property Owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution or as required by Section 163.08(8), Florida Statutes, as amended. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.
- (B) In a reasonably cooperative and uniform manner the Agency will provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts as a non-ad valorem assessment on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes.
- (C) By law the Special Assessments must be collected pursuant to Sections 197.3632 and 163.08, Florida Statutes; and, are not imposed by the Subscriber, the property appraiser or the tax collector. The Special Assessments are levied and imposed solely by the Agency, and only then upon voluntary application of a private property owner as expressly enabled, authorized and encouraged by the Supplemental Act to accomplish a compelling state interest with local government assistance. The statutory duties of the property appraiser and the tax collector in each county, under section 197.3632, Florida Statutes, are ministerial and the property appraiser and tax collector are by law without discretion with regard to the collection of the Special Assessments on the tax notice once the affected private property owner has

voluntarily entered into a Financing Agreement with the Agency, and the Agency complies with the requirements of Sections 197.3632 and 163.08, Florida Statutes.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

- (A) The Agency as a local government authorized by law to impose the Special Assessments, is also required by law to use the uniform method of collecting such Special Assessments, and shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act.
- (B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interest and public purposes described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

- (A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency will take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.
- (B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.
- (C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.
- (D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation

issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber, or other taxation in any form, of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber's jurisdiction except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance will provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose.

[Remainder of page intentionally left blank.]

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement is deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

- (A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.
- (B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements by private property owners desirous of also achieving, a compelling state interest and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so under this Interlocal Agreement, the Subscriber authorizes the non-exclusive availability of the Agency's funding and financing program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.
- (C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver. This conflict waiver does not apply to litigation or other adversarial proceedings filed against the Subscriber.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written.

- (B) The term shall continue so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive any termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to, the collection of assessments in due course). Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.
- (C) Notwithstanding subsection (B), Subscriber may terminate this Interlocal Agreement upon ninety (90) days written notice provided as required by Section 3.05. Provided, however, no termination of this Interlocal Agreement shall preclude the Agency from exercising any of its power or authority after any termination, including without limiting the generality of the foregoing that is specifically associated with collection of any of its Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber. In the event, the Agency's rights under this Interlocal Agreement to impose new non-ad valorem assessments shall ever end, then as of the effective date of the termination, all rights and obligations of the parties shall continue as specified in subsection (B) until such time as all Agency's Obligations, and all associated remaining Program responsibilities are fulfilled (including, but not limited to, the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS. Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber:

The City of Miami Beach

ATTN: City Manager

401 Clematis Street (P.O. Box 3366)

Miami Beach, Florida 33401-5319 (33402-3366)

With a copy to:

The City of Miami Beach

ATTN: City Attorney 200 Second Street

Miami Beach, Florida 33401

Agency:

Executive Director

Florida PACE Funding Agency

c/o City of Kissimmee

101 North Church Street, Fifth Floor

Kissimmee, Florida 34741

With a copy to:

Program Counsel for the Florida PACE Funding Agency

P.O. Box 14043

Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which set or reflect industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, each party is encouraged to objectively and specifically communicate to the other in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by each party concerning the funding and financing of Qualified Improvements. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) from the Subscriber and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review. This paragraph shall not be construed as containing any obligation for the Subscriber to receive complaints or concerns about the Agency's performance, policies, systems, or procedures, and the Subscriber is requested to and specifically authorized to refer all such complaints or concerns directly to the Agency for a response.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

- (A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.
- (B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, that certain final judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and this covenant of the parties hereto, the local governments who are either the incorporators, or members of the Agency, or any subsequently participating or subscribing local government shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State.
- (C) To the extent provided by law, the Agency agrees to indemnify, defend and hold harmless the Subscriber from any and all damages, claims, and liabilities arising from the gross negligence or intentional misconduct of the Agency relating to operation of the Program. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party or for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- (D) The Agency presents an independent local government funding and financing instrumentality. Neither the Subscriber, nor the local governments who are either or both the incorporators or Subscribers of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon in writing, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent

jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW.

- (A) A breach of this Subscription Agreement shall mean a material failure to comply with the Supplemental Act or any covenants or provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach, and shall continue to take all such actions until such breach is cured, or be subject to termination for cause.
- (B) At all times the parties may proceed at law or in equity to enforce their rights under this Agreement using all available remedies.
- (C) The venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Interlocal Subscription Agreement to be duly executed and entered into as of the date first above written.

	THE CITY OF MIAMI BEACH	
(SEAL)		
	Ву:	
	Philip Levine, Mayor	
	Ex-Officio Chairman of the City	
	Commission	
Attest:	Approved as to form:	
	Roll Con!	
Rafael E. Granado, City Clerk	Raul J. Aguila, City Attorney	

THE FLORIDA PACE FUNDING AGENCY

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

(SEAL) By: _____ Michael H. Steigerwald, Executive Director ATTEST:

Donald T. Smallwood, Assistant Secretary

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The Extension Of The Term Of The Loan In An Aggregate Principal Amount Not To Exceed \$60,000,000 Outstanding At Any Time From Wells Fargo Bank, National Association; Authorizing The Execution And Delivery Of Amended And Restated Loan Agreement And Promissory Notes In Connection With Such Extended Loan; Authorizing Other Actions In Connection With The Extended Loan And The Financing Program; And Providing For An Effective Date.

Key Intended Outcome Supported:

Ensure well-maintained infrastructure.

Supporting Data (Surveys, Environmental Scan, etc.): According to the 2014 Community Satisfaction Survey, only 25% of residents rated the City's storm drainage (to avoid flooding) as "excellent" or "good."

Issue:

Shall the City Commission Adopt the Resolution?

Item Summary/Recommendation:

The City's current Line of Credit ("LOC") was executed on May 30, 2014 to provide the City liquidity to continue to award contracts for new water, sewer, stormwater, and general fund projects. On that date, the City and Wells Fargo Bank entered into a loan through two revolving lines of credit in an aggregate principal amount not to exceed \$60 million outstanding at any time. The loan agreement allowed for tax-exempt draws up to \$59 million and taxable draws up to \$1 million. To date, the City has not drawn on this line of credit.

This loan had a maturity date of May 30, 2016, and on May 12, 2016, the maturity date was extended until July 29, 2016. We informed you of this 60 day extension in LTC #210-2016 issued on May 17, 2016.

Both the City and Wells Fargo have determined to extend the term of the original loan agreement for an additional two year period effective July 30, 2016. The amended loan agreement will continue to allow for tax-exempt draws up to \$59 million and taxable draws up to \$1 million. The rates will continue to be the same as the original agreement except for the annual fees for unused credit. This fee increased 5 basis points (.05%) to 25 basis points from 20 basis points from the original contract.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information: FY16: \$45,000 Fund 425; \$45,000 Fund 427; \$14,150 Fund 510 & remainder subject to availability in the FY17 budget process.

Source of Funds:	ı
ОВРІ	

	Amount	Account	Approved
1	\$168,750	425-4160-000730	
2 3 4	\$135,000 \$ 33,750 \$ 87,300	427-4155-000730 427-0427-000312 510-1780-000720	
Total	\$ 424,800	24 months fees & Interest + Legal & Fin. Advisor fees	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Allison R. Williams, ext. 6808

Sian-Offs:

epartment Director	Chief Financial Officer	Çity Maı	nager
	ARW_M	JLM	

T:\AGENDA\2016\June\Finance\Line of Credit Extension- Item Summary June 2016.doc





City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION/MEMORANDUM

TO: Mayor Philip Levine and Members of the City Complission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXTENSION OF THE TERM OF THE LOAN IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000 OUTSTANDING AT ANY TIME FROM WELLS FARGO BANK, NATIONAL ASSOCIATION; AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED LOAN AGREEMENT AND PROMISSORY NOTES

RESTATED LOAN AGREEMENT AND PROMISSORY NOTES IN CONNECTION WITH SUCH EXTENDED LOAN; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE EXTENDED LOAN AND THE FINANCING PROGRAM;

AND PROVIDING FOR AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

KEY INTENDED OUTCOMES SUPPORTED

Ensure well-maintained infrastructure.

BACKGROUND

The City's current Line of Credit ("LOC") was executed on May 30, 2014 to provide the City liquidity to continue to award contracts for new water, sewer, stormwater, and general fund projects. On that date, the City and Wells Fargo Bank entered into a loan through two revolving lines of credit in an aggregate principal amount not to exceed \$60 million outstanding at any time. The loan agreement allowed for tax-exempt draws up to \$59 million and taxable draws up to \$1 million. To date, the City has not drawn on this line of credit.

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25 basis points from 20 basis points from the original contract.

Below is a schedule summarizing the terms of the amended agreement compared to the original agreement.

	Amended	Original
	Agreement	Agreement
Credit Amount	\$60,000,000	\$60,000,000
Term	24 Months	24 Months
Upfront Fee	\$0	\$0
Annual Fee for Unused Credit	25 bps (\$150,000)	20 bps (\$120,000)
Annual Interest on Draws:		
Tax-Exempt (up to \$59 million)	70% x (LIBOR + 0.50%)	70% x (LIBOR + 0.50%)
Taxable (up to \$1 million)	LIBOR + 0.75%	LIBOR + 0.75%
Total cost w/o borrowing Annual Cost	\$150,000	\$120,000
Total cost w/ \$60M borrowing:* Tax-Exempt (annual cost)	\$392,350	\$392,350
Taxable (annual cost)	\$12,000	\$12,000

^{*} Based on Libor rate of 0.45% as of 5/27/16.

Proceeds from the LOC will be used for interim financing of stormwater, water & sewer, and capital projects approved by the Commission in anticipation of future bond issues. The proceeds from any future bond issuance for capital projects shall be used to pay down the LOC if any draws were necessary. Proceeds may also be used to finance certain equipment/vehicle purchases. The City may prepay the line of credit prior to maturity at any time without penalty.

The City also may use the proposed LOC to award scheduled water and sewer, stormwater, and capital projects while spending existing bond funds. This strategy should expedite the expenditure of existing funds, minimize the need to draw against the line of credit and facilitate the issuance of future tax-exempt bonds while building the required debt service coverage.

Tax-exempt draws against the line of credit will have a variable interest rate equal to 70% of the sum of the Libor rate plus 0.50%, and taxable draws will have a variable rate equal to the sum of the Libor rate plus 0.75%. The current Libor rate is 0.45% as of May 27, 2015. Should the city borrow today on a tax-exempt basis the rate would be 0.45% + 0.50%, or 0.95% (less than 1%).

There will not be any bank origination fees from Wells Fargo. However, there will be an annual fee of 25 basis points (0.25%) on the unused portion of the line of credit ("Unused Facility fee", \$150,000 if there are no draws). The City will also need to pay for any closing costs as well as the fees for the bank's legal counsel, the City's Bond Counsel, and the City's Financial Advisor which is estimated to be \$75,000.

Commission Memo Re Line of Credit Extension June 8, 2016 Page 3 of 3

The Resolution also authorizes the Mayor, the City Manager, the Chief Financial Officer, and other City employees to take all necessary actions and execute documents as may be necessary in connection with the loan and the financing program.

<u>ANALYSIS</u>

The City has the legal authority to obtain a line of credit pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, as amended, Chapter 159, Part VII, Florida Statutes, as amended, and the Charter of the City (collectively, the "Act"), to borrow money to finance capital projects.

This line of credit would be secured by a covenant to budget and appropriate non-ad valorem revenues.

Under this approach, the City could utilize the line of credit to meet its financial commitment needs and be in compliance with state law while spending its existing bonds proceeds or have the capacity to award new projects in advance of longer term financing.

In recommending the renewal of this line of credit versus other financing options, the City's CFO worked in conjunction with the City's Financial Advisors who concurred on this type of financing and on the competitive of the rates. This line of credit offers attractive legal terms and a low cost of funds. Bank fees and rate calculations for lines of credit have generally increased over the past two years due to increased federal regulations.

This Resolution authorizes City's officials, officers, attorneys, agents and employees to do all acts and things and execute and deliver any and all documents necessary by this Resolution, the Loan Agreement or the Notes, or desirable or consistent with the requirements of this Resolution, the Loan Agreement or the Notes, in order to obtain the Loan, accomplish the Financing Program and provide for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Loan Agreement, the Notes and this Resolution, including the execution of any necessary Tax Compliance Certificate and the execution and filing of any necessary form or other document with the Internal Revenue Service with respect to any Advance under the Tax-Exempt Note.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt the attached resolution, authorizing the extension of the term of the loan in an aggregate principal amount not to exceed \$60,000,000 outstanding at any time from Wells Fargo Bank, National Association; authorizing the execution and delivery of amended and restated loan agreement and promissory notes in connection with such extended loan; authorizing other actions in connection with the extended loan and the financing program; and providing for an effective date.

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXTENSION OF THE TERM OF THE LOAN IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000 OUTSTANDING AT ANY TIME FROM WELLS FARGO BANK, NATIONAL ASSOCIATION; AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED LOAN AGREEMENT AND PROMISSORY NOTES IN CONNECTION WITH SUCH EXTENDED LOAN; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE EXTENDED LOAN AND THE FINANCING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach, Florida (the "City") is duly authorized, pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, as amended, Chapter 159, Part VII, Florida Statutes, as amended, and the Charter of the City (collectively, the "Act"), to borrow money to finance capital projects; and

WHEREAS, in connection with the City's interim financing of capital projects (the "Financing Program"), on May 30, 2014, the City and Wells Fargo Bank, National Association (the "Bank"), entered into a loan through two revolving lines of credit in an aggregate principal amount not to exceed \$60,000,000 outstanding at any time (the "Original Loan"); and

WHEREAS, the Original Loan had a maturity date of May 30, 2016 and on May 12, 2016, the maturity date was extended until July 29, 2016; and

WHEREAS, the parties have determined to extend the term of the Original Loan for an additional two year period under the provisions of the Loan Agreement and the Notes hereinbelow described (the "Extended Loan"); and

WHEREAS, in connection with the extension of the term of the Original Loan, the City will execute and deliver to the Bank an Amended and Restated Loan Agreement (the "Loan Agreement") and an Amended and Restated Tax-Exempt Note and an Amended and Restated Taxable Note (such notes collectively, the "Notes"); and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. DEFINITIONS.

Terms defined in the preambles shall have the meanings set forth in such preambles. All capitalized terms used in this resolution (the "Resolution") which are defined in the Loan Agreement shall have the meanings assigned in the Loan Agreement, unless the context affirmatively requires otherwise.

SECTION 2. FINDINGS.

The preambles are incorporated as findings. In addition, it is found, determined and declared that the Financing Program and the Extended Loan are permitted under the Act, are necessary and desirable, are in the public interest and will serve a proper public purpose.

SECTION 3. EXTENDED LOAN AUTHORIZED.

The Extended Loan in an aggregate principal amount not to exceed \$60,000,000 outstanding at any time to undertake the Financing Program, as described in this Resolution and in the manner provided in the Loan Agreement, is authorized and approved.

SECTION 4. AUTHORIZATION OF EXECUTION AND DELIVERY OF LOAN AGREEMENT.

The Loan Agreement, in substantially the form attached as Exhibit "A" to this Resolution, with such changes, alterations and corrections as may be approved by the Mayor of the City (the "Mayor"), after consultation with the Chief Financial Officer of the City (the "Chief Financial Officer") and the City Attorney of the City (the "City Attorney"), such approval to be presumed by the execution by the Mayor of the Loan Agreement, is approved by the City. The City authorizes and directs the Mayor to execute and the City Clerk or Deputy City Clerk of the City (the "City Clerk") to attest under the seal of the City the Loan Agreement and to deliver the same to the Bank.

SECTION 5. ISSUANCE OF NOTES.

The Extended Loan shall be evidenced by the Notes. The Notes, in substantially the forms attached to the Loan Agreement, with such changes, alterations and corrections as may be approved by the Mayor, after consultation with the Chief Financial Officer and the City Attorney, such approval to be presumed by the execution by the Mayor of the Notes, are approved by the City. The City authorizes and directs the Mayor to make and execute the Notes and to issue and deliver the Notes to the Bank.

SECTION 6. GENERAL AUTHORITY.

The City's officials, officers, attorneys, agents and employees are authorized to do all acts and things and execute and deliver any and all documents necessary by this Resolution, the Loan Agreement or the Notes, or desirable or consistent with the requirements of this Resolution, the Loan Agreement or the Notes, in order to obtain the Extended Loan, accomplish the Financing Program and provide for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Loan Agreement, the Notes and this Resolution, including the execution of any necessary Tax Compliance Certificate and the execution and filing of any necessary

form or other document with the Internal Revenue Service with respect to any Advance under the Tax-Exempt Note.

SECTION 7. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the provisions contained in this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions of this Resolution or of the Loan Agreement or the Notes.

SECTION 8. REPEALING CLAUSE.

All resolutions or parts of such resolutions of the City in conflict with the provisions contained in this Resolution are, to the extent of such conflict, superseded and repealed.

	SECTION 9. EFFECTIVE DATE.			
	This Resolution shall become effective immediately upon adoption.			
	PASSED AND ADOPTED this	_ day of	, 2016.	
Attest	:		Mayor	
	City Clerk			

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAP

EXHIBIT "A"

LOAN AGREEMENT (including Notes)

AMENDED AND RESTATED LOAN AGREEMENT

This AMENDED AND RESTATED LOAN AGREEMENT (the "Agreement") is made and entered into as of _______, 2016 (the "Closing Date"), and is by and between the City of Miami Beach, Florida, a municipal corporation in the State of Florida, and its successors and assigns (the "Borrower"), and Wells Fargo Bank, National Association, and its successors and assigns, as holder(s) of the hereinafter defined Notes (the "Bank").

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. <u>Definitions</u>. The words and terms used in this Agreement shall have the meanings as set forth in the recitals above and the following words and terms as used in this Agreement shall have the following meanings:

"Advance" means a borrowing of money under the Notes, pursuant to Section 5.03 hereof.

"Agreement" means this Amended and Restated Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Authorized Individual" means any one of the individuals identified on Attachment B.

"Bond Counsel" means Squire Patton Boggs (US) LLP or such other attorney-at-law or firm of such attorneys having expertise in the legal aspects of the issuance of indebtedness by states and political subdivisions thereof and acceptable to the Bank.

"Budgeted Revenues" means the Non-Ad Valorem Revenues budgeted and appropriated pursuant to Section 3.06 hereof.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Bank is lawfully closed.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Costs" means, with respect to the Project, any lawful expenditure of the Borrower which meets the further requirements of this Agreement.

"Essential Government Services" means the provision of public safety and general governmental services by the Borrower, the expenditures for which are set forth as the line items entitled "General Government Expenditures" and "Public Safety Expenditures" as reflected in the City of Miami Beach Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds and as reported in the City's latest Comprehensive Annual Financial Report.

"Event of Default" means an Event of Default specified in Article VI of this Agreement.

"Governmental Authority" means the government of the United States of America or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Loan" means the loan by the Bank to the Borrower contemplated hereby.

"Loan Amount" means, in the aggregate, \$60,000,000 principal amount.

"Maturity Date" means , 2018.

"Non-Ad Valorem Revenues" means in any fiscal year of the Borrower, all revenues received by the Borrower in such fiscal year that are not derived from ad valorem taxation.

"Notes" means the Tax-Exempt Note and the Taxable Note in the forms attached hereto as Attachments A-1 and A-2.

"Notice Address" means.

As to the Borrower: As set forth on Attachment B
As to the Bank: As set forth on Attachment B

or to such other address as either party may have specified in writing to the other using the procedures specified in Section 7.06.

"Principal Office" means, with respect to the Bank, the Notice Address, or such other office as the Bank may designate to the Borrower in writing.

"Project" means the capital improvements approved by the Mayor and City Commission of the Borrower being financed by the Loan.

"Resolution" means Resolution No. 2016-____ adopted by the Mayor and City Commission of the Borrower on _____, 2016.

"State" means the State of Florida.

"Tax Compliance Certificate" means the Tax Compliance Certificate to be executed and delivered concurrently with the first Advance, if any, under the Tax-Exempt Note.

"Taxable Note" means the Amended and Restated Taxable Promissory Note attached hereto as Attachment A-2.

"Tax-Exempt Note" means the Amended and Restated Tax-Exempt Promissory Note attached hereto as Attachment A-1.

Section 1.02. <u>Titles and Headings</u>. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS OF BORROWER

The Borrower represents and warrants to the Bank that:

Section 2.01. <u>Powers of Borrower</u>. The Borrower is a municipal corporation in the State, duly organized and validly existing under the laws of the State. The Borrower has the power to borrow the amount provided for in this Agreement, to execute and deliver the Notes and this Agreement, to secure the Notes in the manner contemplated hereby and to perform and observe all the terms and conditions of the Notes and this Agreement on its part to be performed and observed. The Borrower may lawfully borrow funds hereunder in order to pay Costs of the Project.

Section 2.02. <u>Authorization of Loan</u>. The Borrower had, has, or will have, as the case may be, at all relevant times, full legal right, power, and authority to execute this Agreement, to make the Notes, and to carry out and consummate all other transactions contemplated hereby, and the Borrower has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Borrower has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the Notes to the Bank and to that end the Borrower warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Notes. The Notes have been duly authorized, executed, issued and delivered to the Bank and constitute legal, valid and binding obligations of the Borrower enforceable in accordance with the terms thereof and the terms hereof, and are entitled to the benefits and security of this Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Notes or the execution and delivery of or the performance by the Borrower of its obligations under this Agreement and the Notes have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.03. No Violation of Law or Contract. The Borrower is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the Borrower or the ability of the Borrower to perform its obligations hereunder and under the Notes. The making and performing by the Borrower of this Agreement and the Notes will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the Borrower is a party or by which the Borrower is bound, the breach of which could result in a material and adverse impact on the financial condition of the Borrower or the ability of the Borrower to perform its obligations hereunder and under the Notes.

Section 2.04. <u>Pending or Threatened Litigation</u>. There are no actions or proceedings pending against the Borrower or affecting the Borrower or, to the knowledge of the Borrower, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the Borrower, or which questions the validity of this Agreement or the Notes or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.05. <u>Financial Information</u>. The financial information regarding the Borrower furnished to the Bank by the Borrower in connection with the Loan is accurate, and there has been no material and adverse change in the financial condition of the Borrower from that presented in such information.

ARTICLE III

COVENANTS OF THE BORROWER

Section 3.01. <u>Affirmative Covenants</u>. For so long as any of the principal amount of or interest on the Notes is outstanding or is available to be advanced hereunder or any duty or obligation of the Borrower hereunder or under the Notes remains unpaid or unperformed, the Borrower covenants to the Bank as follows:

- (a) <u>Payment</u>. The Borrower shall pay the principal of and the interest on the Notes at the time and place, and in the manner and from the sources provided herein and in the Notes.
- (b) <u>Use of Proceeds</u>. Proceeds from the Notes will be used only to pay costs of the Project and to pay closing costs of the Loan.
- (c) <u>Notice of Defaults</u>. The Borrower shall within ten (10) days after it acquires knowledge thereof, notify the Bank in writing at its Notice Address upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Borrower of all relevant facts and the action being taken or proposed to be taken by the Borrower with respect thereto.
- (d) <u>Maintenance of Existence</u>. The Borrower will take all legal action necessary to maintain its existence until all amounts due and owing from the Borrower to the Bank under this Agreement and the Notes have been paid in full.
- (e) <u>Records</u>. The Borrower agrees that any and all records of the Borrower with respect to the Loan and the Project shall be open to inspection by the Bank or its representatives at all reasonable times at the offices the Borrower.
- (f) <u>Notice of Liabilities</u>. The Borrower shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Borrower or upon the ability of the Borrower to perform its obligation hereunder and under the Notes.

- (g) <u>Insurance</u>. The Borrower shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated governmental entities of the State of Florida.
- (h) <u>Compliance with Laws</u>. The Borrower shall comply with all applicable federal, state and local laws and regulatory requirements, the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the Borrower or upon the ability of the Borrower to perform its obligation hereunder and under the Notes.
- (i) <u>Payment of Document Taxes</u>. In the event the Notes or this Agreement should be subject to the excise tax on documents or the intangible personal property tax of the State, the Borrower shall pay such taxes or reimburse the Bank for any such taxes paid by it.
- (j) Financial Information. The Borrower will cause an audit to be completed of its books and accounts and shall furnish to the Bank audited year-end financial statements of the Borrower together with a report by an independent certified public accountant acceptable to the Bank stating without qualification unacceptable to the Bank that the audit was conducted in accordance with generally accepted auditing standards and stating that such financial statements present fairly in all material respects the financial position of the Borrower and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. The Borrower shall adopt an annual budget as required by law. The Borrower shall provide the owner of the Notes with (i) a copy of its annual operating budget for each fiscal year ending after September 30, 2016 promptly upon request therefor by the Bank, and (ii) its audited financial statements described above and its comprehensive annual financial report (if one is prepared by the Borrower) for each fiscal year ending on and after September 30, 2016 within 210 days after the end thereof.
- (k) <u>Proceeds of Bonds</u>. Proceeds of bonds issued by the Borrower in connection with any portion of the Project shall first be applied to repay the Advance(s) relating to such portion of the Project.
- (l) <u>Immunity</u>. To the fullest extent permitted by law, the Borrower will not assert any immunity it may have as a public entity under the laws of the State from lawsuits with respect to the Notes and this Agreement; provided, however, that nothing contained herein shall be deemed a waiver in any respect to the Borrower's immunity with respect to tort liabilities.

Section 3.02. Additional Debt Payable from Non-Ad Valorem Revenues. For so long as any of the principal amount of or interest on the Notes is outstanding or is available to be advanced hereunder or any duty or obligation of the Borrower hereunder or under the Notes remains unpaid or unperformed, the Borrower covenants to the Bank that, without the prior written consent of the Bank, but subject to the last sentence of Section 5.03(d) of this Agreement, the Borrower shall not hereafter request any Advance hereunder or incur any indebtedness payable from any Non-Ad Valorem Revenues (which includes any increases in the outstanding amount under any line of credit or similar arrangement), other than any Non-Ad Valorem Revenues accounted for in an enterprise fund under governmental accounting principles ("Enterprise Revenues"), which could, but for such future indebtedness, be lawfully used to pay principal of or interest on the Notes (any and all such indebtedness payable from Non-Ad Valorem Revenues, other than Enterprise Revenues, whether now existing or incurred in the future, is referred to as "Competing Debt"), unless (i) the amount of Non-Ad Valorem Revenues, other than Enterprise

Revenues, if any, received by the Borrower during the fiscal year of the Borrower most recently concluded prior to the date of such Advance or the incurrence of such indebtedness for which audited financial statements are available, minus the excess, if any, of the expenditures by the Borrower for Essential Government Services for such fiscal year over the amount of ad valorem taxes (other than any ad valorem taxes levied pursuant to referendum approval by the electorate) received by the Borrower in such fiscal year, equals or exceeds 200% of the maximum amount of principal and interest scheduled to be payable on the Notes (including the amount of the Advance being requested) and all Competing Debt (including the proposed debt) during the then current or any future fiscal year and (ii) an Authorized Individual certifies in writing to the Bank that to the best of his or her knowledge no event has occurred which would cause him or her to believe that the amount of Non-Ad Valorem Revenues, other than any Enterprise Revenues, to be received in any future fiscal year minus the excess, if any, of the expenditures by the Borrower for Essential Government Services for such fiscal year over the amount of ad valorem taxes (other than any ad valorem taxes levied pursuant to referendum approval by the electorate) received by the Borrower in such fiscal year, would be less than 200% of the amount of principal and interest scheduled to be payable on the Notes and all Competing Debt during such fiscal year. For purposes of calculating the foregoing, (A) if any indebtedness bears a rate of interest that is not fixed for the entire term of the debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the debt or upon a default), then the interest rate on such indebtedness shall be assumed to be the highest of (i) to the extent applicable, the average rate of actual interest borne by such indebtedness during the most recent complete month prior to the date of issuance of such proposed indebtedness, (ii) for tax-exempt debt, The Bond Buyer Revenue Bond Index last published in the month preceding the date of issuance of such proposed indebtedness plus one percent, (iii) for taxable debt, the yield on a U.S. Treasury obligation with a constant maturity closest to but not before the maturity date of such indebtedness, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed indebtedness, plus three percent, provided that if the Borrower shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such indebtedness for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if The Bond Buyer Revenue Bond Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Bank shall be utilized in the foregoing calculations; and (B) any Advances hereunder shall be assumed to be payable over ten years on a level debt service basis.

Nothing in this Agreement limits the Borrower's ability to incur indebtedness payable from Enterprise Revenues.

Section 3.03. <u>Bank Fees and Expenses</u>. The Borrower hereby agrees to pay the fee and expenses of counsel to the Bank in connection with the issuance of the Notes in the amount of \$8,000.00, said amount to be due and payable upon the execution and delivery of this Agreement.

In addition, the Borrower will pay the Bank a fee (the "Unused Facility Fee") equal to 0.25% of the unfunded amount of the Loan, calculated on the basis of a 360 day year and the actual number of days elapsed, payable in arrears as of last day of each March, June, September and December, commencing _______ 30, 2016, and on the date on which this Agreement terminates, subject in each case to a fifteen (15) day grace period.

Section 3.04. Registration and Exchange of Notes; Persons Treated as Banks. The Notes are owned by the Bank. The ownership of the Notes may only be transferred, and the Borrower will transfer the ownership of the Notes, upon written request of the Bank specifying the name, address and taxpayer identification number of the transferee, and the Borrower will keep a record setting forth the identification of the owner of the Notes. The Bank will not transfer the Notes except in compliance with all applicable laws and the Bank may only transfer both Notes to the same transferee and at the same time.

Section 3.05. <u>Notes Mutilated</u>, <u>Destroyed</u>, <u>Stolen or Lost</u>. In case a Note shall become mutilated, or be destroyed, stolen or lost, the Borrower shall issue and deliver a new Note having the same terms as the Note mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Bank furnishing the Borrower proof of ownership thereof and indemnity reasonably satisfactory to the Borrower and paying such expenses as the Borrower may incur.

Section 3.06. Payment of Principal and Interest; Limited Obligation. The Borrower promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided therein, provided that the Borrower may be compelled to pay the principal of and interest on the Notes solely from the Non-Ad Valorem Revenues budgeted and appropriated for such purpose as provided herein, and nothing in the Notes or this Agreement shall be construed as pledging any other funds or assets of the Borrower to such payment. Nothing herein shall, however, prevent the Borrower from using any lawfully available funds to pay its obligations hereunder and under the Notes. The City pledges and grants a lien on the Budgeted Revenues to secure the City's payment obligations hereunder and under the Notes. Except with respect to the Budgeted Revenues, the covenant to budget and appropriate does not create a lien upon or pledge of the Non-Ad Valorem Revenues. The Borrower is not and shall not be liable for the payment of the principal of and interest on the Notes or for the performance of any pledge, obligation or agreement for payment undertaken by the Borrower hereunder or under the Notes from any property other than the Budgeted Revenues. The Bank shall not have any right to resort to legal or equitable action to require or compel the Borrower to make any payment required by the Notes or this Loan Agreement from any source other than the Budgeted Revenues.

The Borrower covenants that, so long as Notes shall remain unpaid or any other amounts are owed by the Borrower under this Agreement or the Notes, it will budget and appropriate in its annual budget, by amendment, if required, from the Non-Ad Valorem Revenues, amounts sufficient to pay the principal of and interest on the Notes and other amounts owed under this Agreement as the same shall become due. In the event that the amount previously budgeted for such purpose is ever insufficient to pay such principal and interest on the Notes and other amounts owed under this Agreement, the Borrower covenants to take immediate action to amend its budget so as to budget and appropriate an amount from the Non-Ad Valorem Revenues sufficient to pay such debt service on the Notes and such other amounts. Such covenants to budget and appropriate from Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues sufficient to make all required payments have been budgeted, appropriated and used to pay such debt service on the Notes and such other amounts. The Bank and the Borrower acknowledge the existence of Section 166.241, Florida Statutes, which prescribes the budgetary process of the Borrower and which prohibits any expenditure or contractual obligation therefor from being made or incurred except in pursuance of budgeted appropriations.

Notwithstanding any provisions of this Agreement to the contrary, the Borrower shall not be obligated to maintain or continue any of the activities of the Borrower which generate Non-Ad Valorem Revenues. In addition, in any fiscal year of the Borrower, the Borrower may pay or make provision for payment of the expenses of providing Essential Government Services of the Borrower due or coming due in such fiscal year from Non-Ad Valorem Revenues prior to being required to use any Non-Ad valorem Revenues to pay amounts due hereunder and under the Notes.

Any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof from being used to pay principal and interest on the Notes shall not be subject to the covenant to budget and appropriate. Any Non-Ad Valorem Revenues which are prohibited by a general or special law of the State in existence on the date hereof from being used to pay principal and interest on the Notes shall not be subject to the covenant to budget and appropriate. Any source of Non-Ad Valorem Revenues which is created after the date hereof and which is prohibited by a general or special law of the State from being used to pay principal and interest on the Notes shall not be subject to the covenant to budget and appropriate.

Section 3.07. Officers and Employees of the Borrower Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Loan Agreement or the Notes or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any officer (which includes elected and appointed officials), agent or employee, as such, of the Borrower past, present or future, it being expressly understood (a) that the obligation of the Borrower under this Agreement and under the Notes is solely a corporate one, limited as provided in the preceding Section 3.06, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the officers, agents, or employees, as such, of the Borrower, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such officer, agent, or employee, as such, of the Borrower under or by reason of the obligations, covenants or agreements contained in this Agreement and under the Notes, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Notes on the part of the Borrower.

Section 3.08. <u>Business Days</u>. In any case where the due date of interest on or principal of the Notes is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Bank.

Section 3.09. <u>Tax Representations</u>, <u>Warranties and Covenants of the Borrower</u>. The Borrower agrees to comply with the provisions of the Tax Compliance Certificate, if one is ever executed.

ARTICLE IV

CONDITIONS OF LENDING

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

- Section 4.01. <u>Representations and Warranties</u>. The representations and warranties set forth in this Agreement and the Notes are and shall be true and correct on and as of the date hereof.
- Section 4.02. <u>No Default</u>. On the date hereof the Borrower shall be in compliance with all the terms and provisions set forth in this Agreement and the Notes on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- Section 4.03. <u>Supporting Documents</u>. On or prior to the date hereof, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Notes by the Bank):
- (a) The opinion of the City Attorney of the Borrower regarding the due authorization, execution, delivery, validity and enforceability of this Agreement and the Notes;
- (b) The opinion of Bond Counsel regarding the validity and enforceability of the Agreement and the Notes and the exemption of the Notes from certain taxes imposed under the laws of the State; and
 - (c) Such additional supporting documents as the Bank may reasonably request.

ARTICLE V

FUNDING THE LOAN

- Section 5.01. The Loan. The Bank hereby agrees to loan to the Borrower the amount of up to the Loan Amount to be evidenced by the Notes to provide funds to finance the Costs of the Project upon the terms and conditions set forth in this Agreement and the Notes. Each Note sets forth the maximum principal amount which may be outstanding at any time thereunder. The Borrower agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in this Agreement and the Notes.
- Section 5.02. <u>Description and Payment Terms of the Notes</u>. To evidence the Loan, the Borrower shall issue and deliver to the Bank the Notes in the forms attached hereto as Attachments A-1 and A-2.

Section 5.03. Advances on Notes.

(a) The Borrower may borrow from time to time up to the Loan Amount by requesting Advances hereunder prior to the Maturity Date. Each Advance shall be for at least \$250,000,

provided that the initial Advance on the Tax-Exempt Note shall be for at least \$55,000, and no more than one Advance may be requested in any month. Amounts advanced and repaid on the Notes may be re-advanced, provided that (i) amounts outstanding at any one time under the Tax-Exempt Note can not exceed \$59,000,000 and amounts outstanding at any one time under the Taxable Note can not exceed \$1,000,000, and (ii) after cumulative Advances of the Tax-Exempt Note equal \$59,000,000, no further Advance will be requested by the Borrower thereon nor will the Bank have any obligation to fund any such Advance, unless the Borrower and the Bank have on or prior to the date of such Advance received an opinion of Bond Counsel to the effect that taking into account the fact that cumulative Advances will exceed \$59,000,000, the interest on the Tax-Exempt Note will remain excluded from gross income for federal income tax purposes and the Note is not an item of tax preference under Section 57 of the Code.

- (b) The Bank shall not be obligated to Advance any funds unless (i) no Event of Default has occurred and is continuing and the representations and warranties of the Borrower contained herein are true and correct, and (ii) the Borrower delivers to the Bank a written request for such Advance in the form of Attachment C, executed by an Authorized Individual, indicating the amount of the Advance requested, the date on which such Advance is to be made (which shall be not less than two Business Days after the date such request is received by the Bank) and stating that no Event of Default has occurred and is continuing and the representations and warranties of the Borrower contained herein are true and correct as of such date. The Bank will not fund any Advance unless the conditions set forth in (i) and (ii) above are satisfied, provided that the Bank may in its sole discretion waive any or all such conditions.
- (c) No Advance will be requested by the Borrower on the Tax-Exempt Note, and the Bank will have no obligation to fund any such Advance, unless the Borrower and the Bank have on or prior to the date of such Advance received an opinion of Bond Counsel to the effect that the interest on the Tax-Exempt Note is excluded from gross income for federal income tax purposes and the Note is not an item of tax preference under Section 57 of the Code.
- (d) No Advance will be made unless the request for Advance is accompanied by a certification signed by an Authorized Individual indicating that the Borrower has satisfied the requirements of this Agreement and of any and all other agreement(s) binding upon the Borrower that limit or condition the Borrower's ability to incur indebtedness such as the Notes, and including calculations demonstrating such compliance. As of the date of this Agreement, the Borrower is also bound by covenants contained in certain loan agreements, dated as of August 1, 2001, with the City of Gulf Breeze, Florida and U.S. Bank National Association, as successor Trustee. Notwithstanding anything to the contrary contained in this Agreement, the requirements of Section 3.02 of this Agreement with respect to all Advances may be satisfied by a certification delivered to the Bank at the time of any Advance to the extent such certification assumes that the full Loan Amount has been borrowed under such Advance so long as the City certifies at the time of any future Advances that it has not, since the date of such certification, incurred any Competing Debt.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. <u>General</u>. An "Event of Default" shall be deemed to have occurred under this Agreement if:

- (a) The Borrower shall fail to make any payment of (i) the principal of or interest on the Loan when the same shall become due and payable, or (ii) any other amount payable hereunder when the same shall be due and payable and such failure shall continue for twenty (20) days after written notice thereof to the Borrower by the Bank; or
- (b) The Borrower does not comply with Section 3.01(c), (d), (e), (f) or (j) or Section 3.02; or
- (c) The Borrower shall default in the performance of or compliance with any term or covenant contained in this Agreement and the Notes, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) written notice thereof to the Borrower by the Bank, or (ii) the Bank is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.01(c) of this Agreement, whichever is earlier; or
- (d) Any representation or warranty made in writing by or on behalf of the Borrower in this Agreement or the Notes shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
- (e) The Borrower admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
- (f) The Borrower is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Borrower, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Borrower, a receiver or trustee of the Borrower or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or
- (g) The Borrower shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State; or
- (h) The Borrower shall default in the due and punctual payment or performance of covenants related to any other obligation for the payment of money to the Bank or any other subsidiary or affiliate of any bank holding company of which the Bank is a subsidiary; or
- (i) The Borrower shall default in the due and punctual payment of any Competing Debt or an event of default exists with respect to any Competing Debt which results in the

acceleration of the time for payment of such debt or entitles the holder of such Competing Debt to accelerate the time for payment of such debt; or

- (j) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any debt of the Borrower by the Borrower or any Governmental Authority with appropriate jurisdiction; or
- (k) any material provision of this Agreement, the Notes or the Resolution shall at any time for any reason cease to be valid and binding on the Borrower as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the Borrower.

Section 6.02. Effect of Event of Default.

Except as otherwise provided in the Notes, immediately and without notice, upon the occurrence of any Event of Default, the Bank may declare all obligations of the Borrower under this Agreement and the Notes to be immediately due and payable without further action of any kind and upon such declaration the Notes and the interest accrued thereon shall become immediately due and payable. In addition, and regardless whether such declaration is or is not made, all amounts due and payable hereunder and the Notes shall bear interest at the Default Rate (as defined in the Notes) and the Bank may terminate its commitment to make Advances hereunder and may also seek enforcement of and exercise all remedies available to it under any applicable law.

ARTICLE VII

MISCELLANEOUS

Section 7.01. No Waiver; Cumulative Remedies. No failure or delay on the part of the Bank in exercising any right, power, remedy hereunder or under the Notes shall operate as a waiver of the Bank's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 7.02. <u>Amendments, Changes or Modifications to the Agreement</u>. This Agreement and the Notes shall not be amended, changed or modified except in writing signed by the Bank and the Borrower. The Borrower agrees to pay all of the Bank's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the Borrower's request or behest.

Section 7.03. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7.04. <u>Severability</u>. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 7.05. <u>Term of Agreement</u>. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Borrower in connection herewith shall be in full force and effect from the date hereof and shall continue in effect as long as the Notes are outstanding.

Section 7.06. <u>Notices</u>. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to the Notice Address.

Section 7.07. <u>Applicable Law; Venue</u>. This Agreement shall be construed pursuant to and governed by the substantive laws of the State. The parties waive any objection to venue in any judicial proceeding brought in connection herewith lying in Miami-Dade County, Florida.

Section 7.08. <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Borrower shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Bank.

Section 7.09. <u>No Third Party Beneficiaries</u>. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 7.10. <u>Attorneys Fees</u>. To the extent legally permissible, the Borrower and the Bank agree that in any suit, action or proceeding brought in connection with this Agreement or the Notes (including any appeal(s)), the prevailing party shall be entitled to recover costs and attorneys' fees from the other party.

Section 7.11. Entire Agreement. Except as otherwise expressly provided, this Agreement and the Notes embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof. Attachments A-1, A-2, B and C hereto are a part hereof.

Section 7.12. <u>Further Assurances</u>. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of out the transactions contemplated by this Agreement.

Section 7.13. Waiver of Jury Trial. This Section 7.13 concerns the resolution of any controversies or claims between the Borrower and the Bank, whether arising in contract, tort or by statute, that arise out of or relate to this Agreement or the Notes (collectively a "Claim"). The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. This provision is a material inducement for the parties entering into this Agreement.

Section 7.14. <u>Patriot Act</u>. The Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank to identify the Borrower in accordance with such Act.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RA

ATTACHMENT A-1

AMENDED AND RESTATED TAX-EXEMPT PROMISSORY NOTE

KNOW ALL MEN BY THESE PRESENTS that the undersigned maker (the "Borrower"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Wells Fargo Bank, National Association, or registered assigns (hereinafter, the "Bank"), the principal sum of \$59,000,000 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate per annum equal to the Applicable Rate (hereinafter defined) (subject to adjustment as hereinafter provided) based upon a year of 360 days for the actual number of days elapsed.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Bank may designate to the Borrower.

The Applicable Rate is 70% of the sum of the LIBOR Rate (hereinafter defined) plus 0.50%.

The Borrower shall pay the Bank interest hereon in arrears on the first Business Day (as defined in the Loan Agreement hereinafter defined) of each month, and the entire unpaid principal balance hereof, together with all accrued and unpaid interest hereon, on the Maturity Date.

All payments by the Borrower pursuant to this Note shall apply first to accrued interest, then to other charges due the Bank, and the balance thereof shall apply to the principal sum due.

As used in this Note,

- (1) "Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto:
- (2) "Determination of Taxability" means interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Bank for federal income tax purposes under the Code, which determination or declaration has become final and not subject to further contest or appeal under applicable law.
- (3) "Interest Period" means (a) the period commencing on the date of the original issuance of this Note and ending on the day preceding the first Business Day of the following month; and (b) thereafter, each period commencing on the first Business Day of each month and ending on the day preceding the first Business Day of the following month.

- (4) "LIBOR Rate" means the rate of interest per annum determined by Bank based on the rate for United States dollar deposits for delivery of funds for one (1) month as reported on Reuters Screen LIBOR01 page (or any successor page) at approximately 11:00 a.m., London time, on the second London Business Day prior to the first day of each Interest Period, or, for any day not a London Business Day, the immediately preceding London Business Day (or if not so reported, then as determined by Bank from another recognized source or interbank quotation). Notwithstanding anything in this Note to the contrary, if the LIBOR Rate as determined above would be less than zero percent (0.0%), than the LIBOR Rate shall be deemed to be zero percent (0.0%).
- (5) "London Business Day" means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.
- (6) "Prime Rate" means a rate of interest equal to the announced prime commercial lending rate per annum of Wells Fargo Bank, National Association. The Prime Rate is a reference rate for the information and use of the Bank in establishing the actual rate to be charged to the Borrower. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.
- (7) "Taxable Rate" means a rate equal to the Prime Rate times that percentage which after the Determination of Taxability will result in the same federal after-tax yield to the Bank as before said Determination of Taxability.

In the event a Determination of Taxability shall have occurred, the rate of interest on this Note shall be increased to the Taxable Rate, effective retroactively to the date on which the interest payable on this Note is includable for federal income tax purposes in the gross income of the Bank. In addition, the Bank shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the Bank as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Borrower within sixty (60) days following the Determination of Taxability and demand by the Bank.

In the alternative, in the event that interest on this Note during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of this Note, then the interest rate on this Note shall be increased during such period by an amount equal to: (A-B) x C where:

- (A) "A" equals the Taxable Rate (expressed as a percentage);
- (B) "B" equals the interest rate on this Note (expressed as a percentage); and
- (C) "C" equals the portion of this Note the interest on which has become taxable as the result of such tax change (expressed as a decimal).

In addition, the Bank shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the

Bank as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Borrower within sixty (60) days following the Determination of Taxability and demand by the Bank.

In the event that the maximum effective federal corporate tax rate (the "Maximum Corporate Tax Rate") during any period with respect to which interest shall be accruing on this Note on a tax-exempt basis, changes from the Maximum Corporate Tax Rate then in effect, which causes a reduction in yield on this Note, the interest rate on this Note that is bearing interest on a tax-exempt basis shall be adjusted to the product obtained by multiplying the Applicable Rate then in effect by a fraction equal to (1-A divided by 1-B), where A equals the Maximum Corporate Tax Rate in effect as of the date of adjustment and B equals the Maximum Corporate Tax Rate in effect on the date of the original issuance of this Note.

So long as any portion of the principal amount of this Note or interest hereon remains unpaid (a) if any law, rule, regulation or executive order is enacted or promulgated by any federal or Florida public body or governmental agency which changes the basis of taxation of interest on this Note or causes a reduction in yield on this Note (other than by reason of a change described above) to the Bank, including without limitation the imposition of any excise tax or surcharge thereon, or (b) if, as result of action by any federal or Florida public body or governmental agency, any payment is required to be made by, or any federal, Florida state or Florida local income tax deduction is denied to, the Bank (other than by reason of a change described above or by reason of any action or failure to act on the part of the Bank), by reason of the ownership of this Note, the Borrower shall reimburse the Bank within five (5) days after receipt by the Borrower of written demand for such payment, and, to the extent permitted by law, the Borrower agrees to indemnify the Bank against any loss, cost, charge or expense with respect to any such change. The determination of the after-tax yield calculation shall be calculated by the Bank, and such calculation, in the absence of manifest error, shall be binding on the Borrower and the Bank.

The principal of and interest on this Note may be prepaid at the option of the Borrower in whole or in part, on the first Business Day of each month, without prepayment premium or penalty.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement) then the Bank may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the Borrower shall also be obligated to pay (but only from the Budgeted Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay.

Any amount payable to the Bank hereunder which is not paid when due shall bear interest at the Default Rate. For purposes of this Note, "Default Rate" means the higher of (1) the Prime Rate plus 4% and (2) the Adjusted One-Month LIBOR Rate plus 4%. "Adjusted One-Month LIBOR Rate" means the sum of 2.50% plus the quotient of (a) the LIBOR Rate on the immediately preceding London business day for U.S. dollar deposits with a one month term,

divided by (b) one minus the "Reserve Requirement" applicable to U.S. dollar deposits in the London interbank market with a maturity equal to one month. The Default Rate shall be determined as of the day immediately following the date on which any amount payable to the Bank hereunder is not paid when due.

Anything provided herein or in this Note to the contrary notwithstanding, in no event shall this Note bear interest in excess of the Maximum Rate (hereinafter defined). In the event the interest rate exceeds the Maximum Rate, this Note shall continue to bear interest at the Maximum Rate regardless of the reduction of the interest rate to a rate less than the Maximum Rate until such time as interest shall accrue on this Note in an amount (the "Excess Interest") that would have accrued hereon had the interest rate not been limited by the Maximum Rate. Upon the Maturity Date, in consideration for the limitation of the rate of interest otherwise payable on this Note, the Borrower shall pay to the Bank a fee equal to the amount of the unpaid amount of all unpaid deferred Excess Interest.

"Maximum Rate" means the maximum rate of interest permitted for non-rated governmental bonds as set forth in Section 215.84(3), Florida Statutes, as may be amended from time to time.

The Borrower to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE BORROWER BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES DESIGNATED THEREFOR PURSUANT TO THE LOAN AGREEMENT. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE BORROWER IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note is issued in conjunction with an Amended and Restated Loan Agreement, dated of even date herewith between the Borrower and the Bank (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement. Pursuant to the Loan Agreement, the Borrower may request Advances from time to time from the Bank hereunder, provided that the outstanding principal amount at any time under this Note shall not exceed the principal sum set forth in the first paragraph hereof, and provided that amounts borrowed and repaid may be reborrowed hereunder as provided in the Loan Agreement.

All terms, conditions and provisions of Resolution No. 2016—_____ adopted by the Mayor and City Commission of the Borrower and the Loan Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Note is payable solely from and is secured by a lien upon and pledge of the "Budgeted Revenues" as described in the Loan Agreement. Notwithstanding any other provision of this Note, the Borrower is not and shall not be liable for the payment of the principal of and

interest on this Note or otherwise monetarily liable in connection herewith from any property other than the Budgeted Revenues.

This Note may be exchanged or transferred but only as provided in the Loan Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Amended and Restated Prom	issory Note is, 2016.
	CITY OF MIAMI BEACH, FLORIDA
	By: Name: Philip Levine

Title: Mayor

ATTACHMENT A-2

AMENDED AND RESTATED TAXABLE PROMISSORY NOTE

KNOW ALL MEN BY THESE PRESENTS that the undersigned maker (the "Borrower"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Wells Fargo Bank, National Association, or registered assigns (hereinafter, the "Bank"), the principal sum of \$1,000,000 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate per annum equal to the Applicable Rate (hereinafter defined) based upon a year of 360 days for the actual number of days elapsed.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Bank may designate to the Borrower.

The Applicable Rate is the sum of the LIBOR Rate (hereinafter defined) plus 0.75%.

The Borrower shall pay the Bank interest hereon in arrears on the first Business Day (as defined in the Loan Agreement hereinafter defined) of each month, and the entire unpaid principal balance hereof, together with all accrued and unpaid interest hereon, on the Maturity Date.

All payments by the Borrower pursuant to this Note shall apply first to accrued interest, then to other charges due the Bank, and the balance thereof shall apply to the principal sum due.

"LIBOR Rate" means the rate of interest per annum determined by Bank based on the rate for United States dollar deposits for delivery of funds for one (1) month as reported on Reuters Screen LIBOR01 page (or any successor page) at approximately 11:00 a.m., London time, on the second London Business Day prior to the first day of each Interest Period, or, for any day not a London Business Day, the immediately preceding London Business Day (or if not so reported, then as determined by Bank from another recognized source or interbank quotation). Notwithstanding anything in this Note to the contrary, if the LIBOR Rate as determined above would be less than zero percent (0.0%), than the LIBOR Rate shall be deemed to be zero percent (0.0%).

"London Business Day" means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

"Interest Period" means (a) the period commencing on the date of the original issuance of this Note and ending on the day preceding the first Business Day of the following month; and (b) thereafter, each period commencing on the first Business Day of each month and ending on the day preceding the first Business Day of the following month.

The principal of and interest on this Note may be prepaid at the option of the Borrower in whole or in part, on the first Business Day of each month, without prepayment premium or penalty.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement) then the Bank may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the Borrower shall also be obligated to pay (but only from the Budgeted Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay.

Any amount payable to the Bank hereunder which is not paid when due shall bear interest at the Default Rate. For purposes of this Note, "Default Rate" means the higher of (1) the Prime Rate plus 4% and (2) the Adjusted One-Month LIBOR Rate plus 4%.

"Prime Rate" means a rate of interest equal to the announced prime commercial lending rate per annum of Wells Fargo Bank, National Association. The Prime Rate is a reference rate for the information and use of the Bank in establishing the actual rate to be charged to the Borrower. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

"Adjusted One-Month LIBOR Rate" means the sum of 2.50% plus the quotient of (a) the LIBOR Rate on the immediately preceding London business day for U.S. dollar deposits with a one month term, divided by (b) one minus the "Reserve Requirement" applicable to U.S. dollar deposits in the London interbank market with a maturity equal to one month. The Default Rate shall be determined as of the day immediately following the date on which any amount payable to the Bank hereunder is not paid when due.

Anything provided herein or in this Note to the contrary notwithstanding, in no event shall this Note bear interest in excess of the Maximum Rate (hereinafter defined). In the event the interest rate exceeds the Maximum Rate, this Note shall continue to bear interest at the Maximum Rate regardless of the reduction of the interest rate to a rate less than the Maximum Rate until such time as interest shall accrue on this Note in an amount (the "Excess Interest") that would have accrued hereon had the interest rate not been limited by the Maximum Rate. Upon the Maturity Date, in consideration for the limitation of the rate of interest otherwise payable on this Note, the Borrower shall pay to the Bank a fee equal to the amount of the unpaid amount of all unpaid deferred Excess Interest.

"Maximum Rate" means the maximum rate of interest permitted for non-rated governmental bonds as set forth in Section 215.84(3), Florida Statutes, as may be amended from time to time.

The Borrower to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE BORROWER BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES DESIGNATED THEREFOR PURSUANT TO THE LOAN AGREEMENT. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE BORROWER IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note is issued in conjunction with an Amended and Restated Loan Agreement, dated of even date herewith between the Borrower and the Bank (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement. Pursuant to the Loan Agreement, the Borrower may request Advances from time to time from the Bank hereunder, provided that the outstanding principal amount at any time under this Note shall not exceed the principal sum set forth in the first paragraph hereof, and provided that amounts borrowed and repaid may be reborrowed hereunder.

All terms, conditions and provisions of Resolution No. 2016-_____ adopted by the Mayor and City Commission of the Borrower and the Loan Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Note is payable solely from and is secured by a lien upon and pledge of the "Budgeted Revenues" as described in the Loan Agreement. Notwithstanding any other provision of this Note, the Borrower is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than the Budgeted Revenues.

This Note may be exchanged or transferred but only as provided in the Loan Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Amended and Restated Promissory Note is , 2016.

CITY OF MIAMI BEACH, FLORIDA

By: Name: Philip Levine

Title: Mayor

A-2-3

ATTACHMENT B

1. Authorized Individual(s): Allison R. Williams, Chief Financial Officer

2. Notice Address of Borrower: City of Miami Beach, Florida

1700 Convention Center Drive

3rd Floor

Miami Beach, Florida 33139 Attention: Chief Financial Officer

3. Notice Address of Bank: Wells Fargo Bank, National Association

200 South Biscayne Boulevard

14th Floor

Miami, Florida 33131

Attention: Lance Aylsworth, Vice President

ATTACHMENT C

REQUEST FOR ADVANCE

Date:	
To: Wells Fargo Bank, National Association	
From: City of Miami Beach, Florida	
Amount of Advance on Tax-Exempt Note: \$	
Amount of Advance on Taxable Note: \$	
Date of Advance:	
Purpose of Advance (description and amount):	
	<u> </u>
\$	<u></u>
\$	3
The above-named Borrower requests an Adva Agreement dated as of, 2016 (th Restated Promissory Note identified above in the and warranties of the Borrower contained in the date hereof and no Event of Default has occurred	e "Loan Agreement") and the Amended and the amount set forth above. The representations Loan Agreement are true and correct as of the
Attached hereto are the showings, if any, required including the opinion(s) of Bond Counsel required	•
Proceeds of the Advance should be wired as follows	ows:
	CITY OF MIAMI BEACH, FLORIDA
	By:
	Name: Title:

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute Change Order No. 2, To The Design-Build Contract With David Mancini & Sons, Inc., For Design-Build Services To Include: 1) Additional Design, Permitting And Construction Services To Reconstruct 11th Street From Alton Road To Jefferson Avenue, And From Euclid Avenue To Washington Avenue; (2) Replacement Of Existing Water, Sewer, And Stormwater Infrastructure; (3) Street Improvements Relating To Elevating Final Grade, Upgrading Of Lighting, New Paving, And Landscaping; For A Cost Of \$8,862,635, Plus A 10% (\$886,263) Owner's Project Contingency; For A Grand Total Of \$9,749,898, With Previously Appropriated Funding And Future Water/Sewer And Storm Water Bond Proceeds.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

On July 8th, 2015 The City Commission awarded the Contract for Design Build Services for 54" Redundant Sewer Force Main (RFP N0. 2014-253-YG) to David Mancini & Sons, Inc. (DMSI) Phase I – an open cut installation at Commerce Street and Washington Avenue and directional drilling of the 54" Force Main has been completed. Phase II of the Project will be an open cut installation on 11th Street from the Pump Station near Jefferson Avenue to Euclid Avenue.

On January 13th, 2016, the City Commission approved Resolution 2016-29271 and awarded Change Order No. 1 to reconstruct 11th Street from Jefferson Avenue to Euclid Avenue and to make improvements to the 11th Street sanitary sewer pump station.

In the City's ongoing effort to coordinate construction activities within this neighborhood, City Engineering staff met with the Flamingo Park Neighborhood Association at their meetings of March 7th, April 4th and May 2nd where the association endorsed the opportunity to expedite the expansion of the 11th Street reconstruction. They also requested resurfacing of approximately a mile of other streets outside this scope within the neighborhood. That effort is being incorporated under an existing city-wide resurfacing program.

The City's consultant, AECOM, has reviewed the price proposal by DMSI and concurs with the recommendations and changes in scope.

The Public Works Department has reviewed the proposal and finds the cost reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

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Source of		Amount	Account	Approved
Fun ds :	1	\$1,196,803	384-2329-069357	
91601	2	\$3,715,232	Proposed Stormwater Bonds //	
	3	\$4,837,863	Proposed Water and Sewer Bonds	
ОВ∕РІ	Total	\$9,749,898		

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sian-Offs:

Assistant Department Director	Assistant City Manager/DPW	City Manager
JJF_	ETC <u>9(</u>	JLMM

T:\AGENDA\2016\June\Public Works\54 sewer main - 11th Street - Change Order 2 Summary.docx

Agenda Item R7Q
Date 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER NO. 2, TO THE DESIGN-BUILD CONTRACT WITH DAVID MANCINI & SONS, INC., FOR DESIGN-BUILD SERVICES TO INCLUDE: 1) ADDITIONAL DESIGN, PERMITTING AND CONSTRUCTION SERVICES TO RECONSTRUCT 11TH STREET FROM ALTON ROAD TO JEFFERSON AVENUE, AND FROM EUCLID WASHINGTON AVENUE: (2) REPLACEMENT OF EXISTING WATER, SEWER, STORMWATER INFRASTRUCTURE; (3) STREET IMPROVEMENTS RELATING TO ELEVATING FINAL GRADE, UPGRADING OF LIGHTING, NEW PAVING, AND LANDSCAPING; FOR A COST OF \$8,862,635, PLUS A 10% (\$886,263) OWNER'S PROJECT CONTINGENCY; FOR A GRAND TOTAL OF \$9,749,898, WITH PREVIOUSLY APPROPRIATED FUNDING AND FUTURE WATER/SEWER AND STORM WATER BOND PROCEEDS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Build and Maintain Priority Infrastructure With Full Accountability

FUNDING

Funding for this project will be as follows:

<u>Amount</u>	Account Number
\$1,196,803	384-2329-069357
\$3,715,232	Proposed Stormwater Bonds
\$4,837,863	Proposed Water and Sewer Bonds
\$9,749,898	Total

BACKGROUND

On July 8th, 2015 The City Commission awarded the Contract for Design Build Services for 54" Redundant Sewer Force Main (RFP N0. 2014-253-YG) to David Mancini & Sons, Inc. (DMSI) Phase I – an open cut installation at Commerce Street and Washington Avenue and directional drilling of the 54" Force Main has been completed. Phase II of the Project will be an open cut installation on 11th Street from the Pump Station near Jefferson Avenue to Euclid Avenue.

On January 13th, 2016, the City Commission approved Resolution 2016-29271 and awarded Change Order No. 1 to reconstruct 11th Street from Jefferson Avenue to Euclid Avenue and to make improvements to the 11th Street sanitary sewer pump station.

In the City's ongoing effort to coordinate construction activities within this neighborhood, City Engineering staff met with the Flamingo Park Neighborhood Association at their meetings of March 7th, April 4th and May 2nd where the association endorsed the opportunity to expedite the expansion of the 11th Street reconstruction. They also requested resurfacing of approximately a mile of other streets outside this scope within the neighborhood. That effort is being incorporated under an existing city-wide resurfacing program.

ANALYSIS

As an open cut installation in 11th Street is being excavated, and as a continuation of the street improvement and flood mitigation effort within the City of Miami Beach, the Public Works Department requested an additional scope of work to the existing David Mancini & Sons, Inc. Contract to include the remaining portions of 11th Street (from Alton Road to Jefferson Avenue and from Euclid Avenue to Washington Avenue) with replacing the existing water, sewer and stormwater infrastructure, street improvement by elevating the final grade, upgrading lighting, paving, landscaping and harmonization. Combining these activities and street improvement at the same time will eliminate the need for a separate street improvement project in the future, reduce cost, and reduce the impact on the community from multiple street closures.

The City's consultant, AECOM, has reviewed the price proposal by DMSI and concurs with the recommendations and changes in scope.

The Public Works Department has reviewed the proposal and finds the cost reasonable.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager to approve the Change Order for expanding the original scope of the Contract for Design Build Services for 54" Redundant Sewer Force Main (RFP No. 2014-253-YG) to David Mancini & Sons, Inc. with the scope modifications negotiated.

Attachment - DMSL Cost Proposal

JEM/E/I(CHEAMI/WKB/IAV

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1939 NW 40th Ct. Pompano Beach, FL 33064 PH: (954) 977-3556 FAX: (954) 944-2040

May 20, 2016

Bruce A. Mowry, Ph.D., P.E. City Engineer CMB, PUBLIC WORKS DEPARTMENT 1700 Convention Center Drive Miami Beach, FL 33139

Re: 11^{Th} Street Improvements extension from Alton RD to Jefferson Avenue and from Euclid Avenue to Washington Avenue

We are hereby submitting the proposal to perform the Design, Permitting and Construction for the extension of the Improvements on 11TH Street between Alton RD and Jefferson Avenue and between Euclid Avenue and Washington Avenue for the total lump sum amount of \$9,124,278 which scope will include the following items: (Breakdown also Attached)

1. Roadway Improvements:

Design, Permitting and Construction for Roadway Improvements along 11^{TH} Street which includes to raise the crown of the roadway and at a minimum of 3.70 N.A.V.D; will also include the raising of all the hardscape elements adjacent to the road like concrete curbs and sidewalks and the corresponding transitions to the existing side streets and harmonization to the properties.

2. Water Main Improvements:

Design, Permitting and Constructions for the 8" Water Main Replacement along 11^{TH} Street between the limits above described with the corresponding connections at Alton RD, Washington avenue and side Streets.

3. Sanitary Sewer Improvements:

Design, Permitting and replacement of all the pipes and manholes of the existing sanitary sewer system along 11^{TH} Street between the limits above described with the corresponding connections at the side Streets.

4. Drainage Improvements:

Design, Permitting and installation of new water tight drainage system along 11TH Street with a 36" diameter trunk line in accordance with the CMB standards and environmental regulations between the limits above described.

5. Signalization Improvements:

Design, Permitting and installation of signalization system on 11TH Street and Pennsylvania Avenue in accordance with CMB and MDC Standards and regulations.

1939 NW 40th Ct. Pompano Beach, FL 33064 PH: (954) 977-3556 FAX: (954) 944-2040

6. Street Lighting:

Design, Permitting and installation of new Street Lighting system on 11^{TH} Street in accordance with the CMB Standards along 11^{TH} Street between the limits above described.

7. Landscaping and irrigation:

Design, Permitting and installation of new landscaping and irrigation system along $11^{\rm TH}$ Street between the limits above described.

This proposal also includes utility coordination, subsurface utility engineering, topographic survey and limited construction administration services.

If this proposal is awarded to DMSI within the timeframe of the underground installation of the previous phase, the transitions at Jefferson Avenue and Euclid Avenue will not be required generating the following savings:

Roadway Improvements: \$ 160,888 Pavement Markings: \$ 6,612 Mobilization: \$ 94,143 Total Savings: \$ 261,643

Revised Cost Proposal: \$8,862,635

Respectfully,

Fabio Angarital Project Manager

1939 NW 40th Ct. Pompano Beach, FL 33064 PH: (954) 977-3556 FAX: (954) 944-2040

Project: 11th Street - From Alton Rd to Jefferson and from Euclid to Washington Avenue. Including transitions to side streets. (70' on each transition)

Revised Estimate Date: 05/20/2016

GENERAL ITEMS	UNIT	QUANTITY	AVERAGE	TOTAL
MOBILIZATION / GENERAL CONDITIONS	1.0		UNIT COST	AMOUNT
ENGINEERING AND CEI 6.5%	LS	1.00	693,492	693,492
LANDSCAPING AND IRRIGATION	LS	1.00	608,890 150,000	608,890 150,000
CONTINGENCY ITEMS FOR OFF DUTY POLICE OFFICERS	HR	960.00	50	48,000
BONDS AND INSSURANCE +/-2%	LS	1.00	187,351	187,351
MAINTENANCE OF TRAFFIC	МО	6.00	5,000	30,000
PUBLIC INFORMATION OFFICER	МО	6.00	10,000	60,000
MANAGEMENT AND MAINTENANCE OF CONSTRUCTION LAYDOWN AREA	мо	6.00	25,000	150,000
	GE	NERAL ITEMS	SUBTOTAL	1,927,733
ROADWAY PAY ITEMS	UNIT	QUANTITY	AVERAGE UNIT COST	TOTAL AMOUNT
EMBANKMENT	СҮ	10,528.00		157,920
TYPE B STABILIZATION (1400 LF)	SY	11,113.00	6	66,678
OPTIONAL BASE (BASE GROUP 9)	SY	10,340.00	22	227,480
GeoFabric (1400)	SY	11,697.00	6	65,503
TYPE S-III ASPHALTIC CONC. (2" AVG. DEPTH)	TN	1,137.00	165	187,605
CONCRETE CURB & GUTTER, TYPE F	LF	5,264.00	22	113,702
CONCRETE SIDEWALK, 4" THICK	SY	2,745.00	50	138,348
CONCRETE SIDEWALK 6" THICK DW	SY	211.00	60	12,660
CLEARING & GRUBBING	AC	3.00	30,000	90,000
RETAINING WALL (2' H X 2' BASE W)	LF	1,222.00	214	261,508
EMBANKMENT AND GRADING BEHIND WALL	CY	679.00	30	20,370
SOD	SY	3,034.00	3	9,102
HERMONIZATION (ADJUSTMENT OF FENCES, RELOCATION/REPLACEMENT OF EXISTING LANDSCAPING, SIDEWALK APROACHES, DRIVEWAYS, ETC)	LS	1.00	250,000	250,000
	ROADWAY SUBTOTAL			1,600,877
DRAINAGE PAY ITEMS	UNIT	QUANTITY	AVERAGE UNIT COST	TOTAL AMOUNT
CURB INLETS	EA	20	7,712	154,240
CURB INLET TYPE P-5 >10	EA	5	8,875	44,375
CURB INLET TYPE P-6 <10	EA	5	6,862	34,310
CURB INLET TYPE P-6 >10	EA	5	8,840	44,200
MANHOLE TYPE J-7 >10	EA	13	8,869	115,297
YARD DRAIN	EA	70	1,560	109,200
ENVIROMENTAL BOX	EA	1	97,500	97,500
12" PIPE	LF	2,500	145	362,500
18" PIPE	LF	1,000	225	225,000
36" PIPE	LF	2,206	350	772,100
	Df	RAINAGE SUB	TOTAL	1,958,722

1939 NW 40th Ct. Pompano Beach, FL 33064 PH: (954) 977-3556 FAX: (954) 944-2040

WATER MAIN PAY ITEMS	UNIT	QUANTITY	AVERAGE	TOTAL
CONNECT TO EVICTING OF MAIN	 		UNIT COST	AMOUNT
CONNECT TO EXISTING 8" WM	EA	3	12,000	36,000
CONNECT TO EXISTING 16" WM	EA	1	15,000	15,000
CONNECT TO EXISTING 6" WM	EA	6	8,000	48,000
CONNECT TO EXISTING 12" WM	EA	1	13,500	13,500
16" FITTINGS	EA	2	1,100	2,200
8" FITTINGS	EA	41	925	37,925
6" FITTINGS	EA	11	675	7,425
16" DIP WM (incl. demucking/bedding etc)	LF	60	330	19,800
8" DIP WM (Incl demucking/bedding etc)	LF	2,207	225	496,575
6" DIP WM (incl demucking/bedding etc)	LF	300	178	53,400
16" GATE VALVES	EA	1	9,600	9,600
8" GATE VALVES	EA	12	5,400	64,800
6" GATE VALVES	EA	18	3,600	
FIRE HYDRANT	 		<u> </u>	64,800
TEMPORARY RESTORATION	EA	6	3,300	19,800
	SY	1,630	36	58,679
TESTING/SAMPLE POINTS	LF	2,567	10	25,670
REMOVE EXIST WM	LF	2,567	12	30,804
		1,003,978		
SIGNAGE AND PAVEMENT MARKING ITEMS	UNIT	QUANTITY	AVERAGE	TOTAL
SIGNING AND PAVEMENT MARKINGS	LS	1.00	65,800	65,800
	SIG	NING AND PA	VEMENT	
	N	ARKING SUB	TOTAL	65,800
SIGNALIZATION AND LIGHTING ITEMS	UNIT	QUANTITY	AVERAGE	TOTAL
SIGNALIZATION (1) Signalized Intersection (Pennsylvania Avenue)	LS	1.00	200,000	200,000
LIGHTING	LS	1.00	315,000	315,000
SIGNALIZ	ZATION A	AND LIGHTIN	G SUBTOTAL	515,000
SANITARY SEWER ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
36" BYPASS FOR INSTALLATION OF GRAVITY SEWER (+/- 20,000 GPD)	МО	3.00	35.000	AMOUNT
REMOVAL AND DISPOSAL OF EXISTING PIPE	LF	2,206.00	25,000 100	75,000 220,600
REMOVAL AND DISPOSAL OF EXISTING SANITARY SEWER MANHOLES	EA	5.00	900	4,500
DISPOSAL OF SEWAGE	GAL	41,382.00	4	165,528
FURNISHING AND INSTALLING 6' DIAM. SANITARY SEWER MANHOLE	EA	5.00	10,000	50,000
FURNISHING AND INSTALLING 24" C-900 SANITARY SEWER	LF	1,093.00	585	639,405
FURNISHING AND INSTALLING 18" C-900 SANITARY SEWER	LF	1,106.00	555	613,830
FURNISHING AND INSTALLING 8" C-900 SANITARY SEWER	LF	100.00	450	45,000
CONNECTION TO EXISTING SANITARY SEWER SYSTEM	EA	7.00	1,500	10,500
DISPOSAL OF MUCK (Arsenic Removal)	CY	1,535.00	98	150,430
DEWATERING (TEMPORARY WELL FOR DEWATERING)	МО	3.00	10,000	30,000
TEMPORARY ROAD RESTORATION	SY	1,316.00	36	47,376
		TARY SEWER		2,052,169
GRAND TOTAL				9,124,278

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute Change Order, In The Amount Of \$2,443,642 With A 10% Owner's Contingency Of \$244,364 For A Total Amount Of \$2,688,006 To The Design-Built Agreement With Bergeron Land Development, Inc., Dated April 30, 2014 (The Agreement), Related To The Completion Of Roadway Improvements Along West Avenue Between 6th And 8th Streets, And 10th, 14th, And 17th Streets, West Of Alton Road; Said Change Order Providing For Additional Scope Including Contaminated Soil Disposal, Street Lighting Adjustments, Roadway Adjustments, Additional Gravity Walls And Sidewalks, Drainage for Harmonization, Park Driveways, Landscaping, Re-Writing Lighting Specifications, Painting of Fly-Over, And Associated Permitting.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The current Change Order covers the following activities: Removal and disposal of contaminated soil; Street lighting adjustments; Roadway elevation adjustments; Additional gravity walls and sidewalks; New drainage for harmonization: Landscaping maintenance plan, landscaping and sidewalks: Park driveways: Re-writing of City Ordinance and Specifications for Street Lighting; Permitting for Stantec, painting of flyover.

This Change Order is being requested to complete the current West Avenue Neighborhood Improvements is estimated to be two million six hundred eighty eight thousand and six dollars (\$2,688,006.). This amount includes 10% owner's contingency of \$244,364.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

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Source of			Amount	Account	Approved
Funds:		1	\$806,402	Storm water line of credit	
$V_{\mathcal{D}}$,		2	\$1,881,604	Neighborhoods Fund 384- Subject to Capital Budget Amendment	
OBPI	Tot	al	\$2,688,006		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sian-Ons:	Sia	n-Offs:	
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Department Difector	Assistant City Manager	City Mahager
JJF	ETC_20	JLM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

TO:

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER, IN THE AMOUNT OF \$2,443,642 WITH A 10% OWNER'S CONTINGENCY OF \$244,364 FOR A TOTAL AMOUNT OF \$2,688,006 TO THE DESIGN-BUILT AGREEMENT WITH BERGERON LAND DEVELOPMENT, INC., DATED APRIL 30, 2014 (THE AGREEMENT), RELATED TO THE COMPLETION OF ROADWAY IMPROVEMENTS ALONG WEST AVENUE BETWEEN 6TH AND 8TH STREETS, AND 10TH, 14TH, AND 17TH STREETS, WEST OF ALTON ROAD; SAID CHANGE ORDER PROVIDING FOR ADDITIONAL SCOPE INCLUDING CONTAMINATED SOIL DISPOSAL, STREET LIGHTING ADJUSTMENTS, ROADWAY ADJUSTMENTS, ADDITIONAL GRAVITY WALLS AND SIDEWALKS, DRAINAGE FOR HARMONIZATION, PARK DRIVEWAYS, LANDSCAPING, RE-WRITING LIGHTING SPECIFICATIONS, PAINTING OF FLY-OVER, AND ASSOCIATED PERMITTING.

FUNDING

<u>Amount</u>	Description
\$806,402 \$1,881,604 \$2,688,006	Storm water line of credit neighborhoods Fund 384- Subject to Capital Budget Amendment

BACKGROUND

At its March 14, 2007 meeting, the City adopted the Basis of Design Report (BODR) for the West Avenue – Bay Road Neighborhood right of way improvement project. The improvements include road reconstruction, sidewalks and bicycle circulation, installation of stormwater drainage systems, upgrade to the water distribution system, landscaping, street parking, and street calming features.

At its February 12, 2014 meeting, the City adopted a resolution to approve a design build contract to construct stormwater drainage pump stations at 14th, 10th and 6th Streets. In addition, the City approved change orders one through five to the design build contract to include the

Commission Memorandum - Bergeron Design-Built Agreement With Bergeron Land Development, Inc.

Page 2

initial improvements of the West Avenue Neighborhood in the following roads: West Avenue from 6th to 8th Streets; 14th, 10th and 6th Streets from Alton Road to the bay; 17th street from Alton Road to Collins canal; West Avenue from Lincoln Road to Collins Canal; and the construction of a new pump station at the intersection of 17th Street and West Avenue.

The current Change Order covers the following activities:

- Removal and disposal of contaminated soil;
- Street lighting adjustments;
- Roadway elevation adjustments;
- Additional gravity walls and sidewalks;
- New drainage for harmonization;
- Landscaping maintenance plan, landscaping and sidewalks;
- Park driveways:
- Re-writing of City Ordinance and Specifications for Street Lighting;
- Permitting for Stantec
- Painting of the Alton Fly Over

This Change Order is being requested to complete the current West Avenue Neighborhood Improvements and is estimated to be two million six hundred eighty eight thousand and six dollars (\$2,688,006.). This amount includes 10% owner's contingency of \$244,364.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager to approve the Change Order for completion of the Contract for Design Build Services for West Avenue Neighborhood Improvements with the scope modifications negotiated.

JLM / FTC / BAM /JJF

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Amending The City's 2011 Stormwater Management Master Plan To Incorporate Modifications To The Standards For The Construction Of New Roads, Stormwater Systems, And Developments; Which Standards Would Incorporate Higher Elevations In Order To Reduce The Risk Of Flooding; And Defining "Future Grade" And Minimum Required Seawall Heights; And Which Documents Are Attached Hereto As Composite Exhibit A.

Key Intended Outcome Supported:

Ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise.

Item Summary/Recommendation:

The City adopted the 2011 Stormwater Management Master Plan (SWMMP) by Resolution 2012-28068. This plan is intended to be a guide for improving the City's stormwater management system performance for a 20 year planning horizon, with considerations of potential sea level rise over 20 years for stormwater infrastructure and 50 years for seawall heights.

Periodically, due to updated climate projections, it is important to update the SWMMP to stay current and viable. The modifications proposed include provisions for new development to include roadway elevation, levels of service for roads, precipitation design rates and distribution, seawall elevations, and minimum future grade elevations.

These items have been presented to the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise on several occasions.

The SWMMP needs to be amended to incorporate modifications to the standards for the construction of new roads, stormwater systems, and developments; which standards would incorporate higher elevations in order to reduce the risk of flooding; redefine the level of service and design storm; and define minimum "future grade" and seawall heights; and which documents are attached hereto as Exhibit A. The Public Works Manual will also be amended to provide construction details referencing the SWMMP.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3			
ОВРІ	Total		A ANGLES CO. C.	

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Asst. Department Director Ass		
JJF	sistant City Manager/DPW ETC	JLM

T:\AGENDA\2016\June\Public Works\Stormwater Master Plan - summary.docx

MIAMIBEACH

Agenda Item R75
Date 6-8-16

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION AMENDING THE CITY'S 2011 STORMWATER MANAGEMENT MASTER PLAN TO INCORPORATE MODIFICATIONS TO THE STANDARDS FOR THE CONSTRUCTION OF NEW ROADS, STORMWATER SYSTEMS, AND DEVELOPMENTS; WHICH STANDARDS WOULD INCORPORATE HIGHER ELEVATIONS IN ORDER TO REDUCE THE RISK OF FLOODING; AND DEFINING "FUTURE GRADE" AND MINIMUM REQUIRED SEAWALL HEIGHTS; AND WHICH DOCUMENTS ARE ATTACHED HERETO AS COMPOSITE EXHIBIT A.

BACKGROUND

The City adopted the 2011 Stormwater Management Master Plan (SWMMP) by Resolution 2012-28068. This plan is intended to be a guide for improving the City's stormwater management system performance for a 20 year planning horizon, with considerations of potential sea level rise over 20 years for stormwater infrastructure and 50 years for seawall heights.

Periodically, due to updated climate projections, it is important to update the SWMMP to stay current and viable. The modifications proposed include provisions for new development to include roadway elevation, levels of service for roads, precipitation design rates and distribution. seawall elevations, and minimum future grade elevations.

These items have been presented to the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise on several occasions.

On February 12, 2014, the City adopted Resolution 2014-28499, which approved the recommendation of The Flooding Mitigation Committee to amend the SWMMP so as to modify the design criteria for a "tailwater elevation" be increased from 0.5 Ft-NAVD to 2.7 Ft-NAVD for all tidal boundary conditions;

On July 21, 2015, the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise recommend that the seawall cap on all new private construction and all public seawall construction be changed from 3.2 feet NAVD to 5.7 feet NAVD throughout the City; provided, however, that for properties with existing private seawalls that are being replaced/repaired not associated with new building construction, the Panel recommended applying a minimum 4.0 NAVD elevation, as

Page 2

long as the structural design to accommodate a seawall height extension to a minimum 5.7 NAVD

On May 11, 2016, the Mayor and City Commission adopted Ordinances 2016-4009, relating to amending Chapter 54 of the City Code entitled "Floods" to define City of Miami Beach Freeboard, and modify how grade elevation and height are defined due to flooding and climate change.

Also on May 11, 2016, the Mayor and City Commission adopted Ordinance 2016-4010, relating to amending Chapter 118, of the Land Development Code, to incorporate the same Freeboard definitions, and procedures for how to determine grade elevation and height as a result of flooding and climate change.

The SWMMP needs to be amended to incorporate modifications to the standards for the construction of new roads, stormwater systems, and developments; which standards would incorporate higher elevations in order to reduce the risk of flooding; redefine the level of service and design storm; and define minimum "future grade" and seawall heights; and which documents are attached hereto as Exhibit A. The Public Works Manual will also be amended to provide construction details referencing the SWMMP.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager to amend the 2011 Stormwater Management Master Plan.

Attachment – Exhibit A

T:\AGENDA\2016\June\Public Works\Stormwater Master Plan - memo.docx

EXHIBIT A

AECOM recommended changes to the 2011 CDM-Smith Stormwater Master Plan (2011 SWMP)

- Modify Section 2.5.3 Proposed Level of Service to include, "Future crown of road and back of sidewalk elevations shall be 3.7 feet, NAVD, unless exempt due to hardship as determined by the Director of Public Works."
- Modify Section 2.5.3 Proposed Level of Service to include, "For land development purposes, the future grade shall be 3.7 feet NAVD minimum."
- Modify Section 2.5.3 Proposed Level of Service to state, "The stormwater level of service for roadways such that the crown of road is not overtopped during the 5 year / 24 hour design storm event with the following parameters:
 - South Florida Water Management District nomograph with 1.25 safety factor.
 - The rainfall distribution shall be the SCS Type III.
 - The Unit Hydrograph peaking factor shall be 150."
- Modify Section 2.5.3 Proposed Level of Service to state, "New construction or substantial reconstruction on private property shall retain stormwater runoff from the 5 year / 24 hour design storm of 7.5 inches of rainfall."
- Modify Section 9.2.5 Seawall Heights to state, "All new seawalls on private construction and all seawalls constructed on public projects shall have a minimum elevation of 5.7 feet, NAVD, however, on existing private seawalls that are being replaced/repaired not associated with new building construction, a minimum 4.0 NAVD elevation shall apply with the structural design to accommodate a seawall height extension to a minimum 5.7 NAVD."

RESOLUT	TON NO.	

RESOLUTION AMENDING THE CITY'S 2011 CDM-SMITH STORMWATER (MANAGEMENT) MASTER PLAN (2011 SWMP) TO **INCORPORATE** THE CITY'S CONSULTANT. AECOM'S. RECOMMENDATIONS RELATING TO DEFINING "FUTURE GRADE." AND "FUTURE CROWN OF THE ROAD:" FURTHER MODIFYING SECTIONS 2.5.3, ENTITLED "PROPOSED LEVEL OF SERVICE (LOS), AND 9.2.5 ENTITLED "SEAWALL HEIGHTS," OF THE 2011 SWMP, TO INCLUDE MODIFICATIONS TO THE LEVEL OF SERVICE FOR CONSTRUCTION OF ROADS. STORMWATER SYSTEMS. AND DEVELOPMENT TO REDUCE THE RISK OF FLOODING; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT 1.

WHEREAS, the City's Stormwater (Management) Master Plan (2011 SWMP) is intended to be a guide for improving the City's stormwater management system performance for the next 20 years, with considerations of potential sea level rise over 20-years of stormwater infrastructure and a 50-year planning horizon for seawall heights; and

WHEREAS, the City adopted Resolution 2012-28068 on November 14, 2012, adopting the 2011 SWMP; and

WHEREAS, the City adopted Resolution 2014-28499 on February 12, 2014, which approved the recommendation of The Flooding Mitigation Committee to amend the 2011 SWMP by modifying the design criteria for the tailwater elevation from 0.5 Ft-NAVD to 2.7 Ft-NAVD for all tidal boundary conditions; and

WHEREAS, the City adopted Resolution 2014-28684 on July 23, 2014 which accepted the recommendation of the Flooding Mitigation Committee to amend the 2011 SWMP for minimum seawall elevation from 3.2 feet NAVD to 5.7 feet NAVD, however the 5.7 NAVD elevation for seawalls shall not apply to minor seawall repairs less than \$300 per linear foot at "2014 Consumer Price Index (CPI)"; and

WHEREAS, on December 17, 2014, the City Commission approved the revised standard seawall height at 3.2 NAVD with a caveat of an additional cap of 2 feet; and

WHEREAS, on July 21, 2015, the Mayor's Blue Ribbon Panel on Flooding and Sea Level Rise recommend that the seawall cap on all new private construction and all public seawall construction be changed from 3.2 feet NAVD to 5.7 feet NAVD throughout the City; however, on existing private seawalls that are being replaced/repaired not associated with new building construction, a minimum 4.0 NAVD elevation shall apply with the structural design to accommodate a seawall height extension to a minimum 5.7 NAVD; and

WHEREAS, on May 11, 2016, the City Commission adopted Ordinance 2016-

4009 which amended Chapter 54 – "Floods", by establishing a minimum and maximum freeboard (minimum one foot / maximum five feet) above base flood elevation (FIRM BFE = not less than 6.44 NAVD) for all properties and amend the Land Development regulations pertaining to the calculation of building height, and establish minimum elevations of required yards in single family districts; and

WHEREAS, on May 11, 2016, the City Commission adopted Ordinance 2016-4010, amended Chapter 118, of the Land Development Regulations relating to defining "future grade" and "future crown of the road;" and

WHEREAS, the modifications to Chapter 54 and Chapter 118 were provided an effective date of June 8, 2016, so that these terms would be provided a definition and criteria in the 2011 SWMP, and the attached Addendum 1 to the 2011 SWMP, incorporates the definitions and changes to the 2011 SWMP to effectuate the new definitions for "future crown of the road" and "future grade."

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission amend the City's 2011 CDM-Smith Stormwater (Management) Master Plan (2011 SWMP) to incorporate the City's consultant, AECOM's, recommendations relating to defining "future grade," and "future crown of the road;" further modifying sections 2.5.3, entitled "Proposed Level Of Service (LOS), and 9.2.5 entitled "Seawall Heights," of the 2011 SWMP, to include modifications to the level of service for construction of roads, stormwater systems, and development to reduce the risk of flooding; a copy of which is attached hereto as Exhibit 1.

PASSED and ADOPTED this	day of June, 2016.
ATTEST:	
	Philip Levine, Mayor
Rafael E. Granado, City Clerk	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION City Attorney Date

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EXHIBIT A

ADDENDUM 1 TO THE CITY OF MIAMI BEACH STORMWATER (MANAGEMENT) MASTER PLAN FINAL REPORT

The City of Miami Beach's consultant, AECOM, has recommended modifications to the 2011 CDM Smith Stormwater (Management) Master Plan Final Report (2011 SWMP) in order to ensure the resiliency of the City, which recommendations are incorporated into the 2011 SWMP, as Addendum 1.

The following amendments to the following sections of the 2011 SWMP are hereby amended and incorporated by reference into the 2011 SWMP, as follows:

2.5.3 Proposed Level of Service (LOS)

As shown, CDM evaluated design storm events and joint tidal event periods to evaluate stormwater system performance and the project needs and costs to achieve various levels of service. The various evaluations for LOS indicated a point of diminishing returns at the 2 to 3 year storm event level.

Therefore, the City and CDM formulated options to best protect public safety and property with available funding. The 5-year, 24-hour (5.9 inches of rainfall) design storm of 7.5 inches of rainfall was also investigated due to current LOS standards. As an example, a 5 year LOS in the Flamingo Park Lummus Avenue project area would cost approximately \$80 million, and the City available budget for this project area is approximately \$35 million.

Based on the supplied information herein, the City should determine whether an adjustment in the design storm is prudent as it relates to the future evaluation of LOS.

"Future crown of road" and "future back of sidewalk elevations" shall be 3.7 feet, NAVD, unless exempt due to hardship as determined by the Director of Public Works.

For land development purposes, "future grade" shall be a minimum of 3.7 feet NAVD.

The stormwater level of service for roadways such that the "future crown of road" is not overtopped (flooded) during the 5 year / 24 hour design storm event shall be constructed utilizing the the following parameters:

- South Florida Water Management District nomograph with 1.25 safety factor.
- The rainfall distribution shall be the SCS Type III.
- o The Unit Hydrograph peaking factor shall be 150.

EXHIBIT A

New construction or substantial reconstruction on private property shall retain stormwater runoff from the 5 year / 24 hour design storm of 7.5 inches of rainfall.

9.2.5 Seawall Heights

This section provides recommendations regarding the influence of sealevel on seawall elevations. Condition assessment and solutions for rehabilitating the City's extensive network of seawalls was not included as part of the scope of the SWMP. In 2003, a preliminary inspection report on seawalls was produced by another consultant. This investigation identified the structural integrity of approximately 99 seawall sites throughout the City. That study did not include any recommendation of modifications to the seawalls to address sea-level rise considerations. The following are additional considerations related to seawall heights.

Seawall Height Consideration No. 1

As part of the City's consideration of long-term sea-level rise, a comprehensive inventory of City and private seawalls within the City of Miami Beach should be performed. The inventory should include survey of top (i.e., cap) of the seawall and condition assessment of its structural integrity.

Seawall Height Consideration No. 2

Seawall height design standards should be consulted with coastal engineers and planners in accordance with procedures normally utilized in this specialty discipline (i.e., coastal storm surge estimation). A preliminary consideration is the establishment of a minimum seawall elevation. Based on FEMA and USACE guidance and discussions with USGS and CSI during the development of the SWMP, the establishment of a minimum seawall height of 1foot above the 1-year tidal stillwater (1.0 + 2.2 ft NAVO = 3.2 ft NAVO) elevation is recommended. This level should be evaluated in coordination sea level rise projections. All new seawalls for private construction and all seawalls constructed on public projects (after June 8, 2016) shall have a minimum elevation of 5.7 feet, NAVD, provided, however, for existing private seawalls that are being replaced/repaired not associated with new building construction, a minimum 4.0 NAVD elevation shall apply with the structural design to accommodate a seawall height extension to a minimum of 5.7 NAVD.

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A PERPETUAL NON-EXCLUSIVE EASEMENT BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), FOR THE PURPOSE OF CONSTRUCTING, INSTALLING AND MAINTAINING DRAINAGE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A PUMP STATION, DRAINAGE STRUCTURES, ELECTRICAL PANELS AND AN OUTFALL ALONG 29TH STREET AND ALTON ROAD, A COPY OF THE EASEMENT IS ATTACHED HERETO AS EXHIBIT 1.

Key Intended Outcome Supported:

Ensure reliable stormwater management and resiliency against flooding by implementing select short and long-term solutions including addressing sea level rise.

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

The Florida Department of Transportation (FDOT) is planning to reconstruct Alton Road/SR 907 from Michigan Avenue to 43rd Street (Project). Construction is scheduled to begin in November 2020. The Project will include roadway reconstruction, drainage improvements including storm water pump stations, intersection improvements, milling and resurfacing, adjustment of valves and manholes, sidewalk and curb ramps, signage, pavement markings and signalization. One of the storm water pumping stations is proposed in the median between existing Alton Road and old Alton Road north of 29th Street.

The storm water pump station at this location is within public right-of-way under the City's jurisdiction. The storm sewer system will extend west from this location along the south side of 29th Street to the bay. At the bay, an outfall and seawall will be constructed.

FDOT is requesting a perpetual easement to work in the City's right-of-way to construct this portion of the project. This easement will still allow the City to have full access to the right-of-way as long as it does not interfere with the operation of the pump station and storm sewer system.

This easement is approximately 12 feet wide by the length of 29th Street from Alton Road to the east and for the proposed pump station, an area between Old Alton Road and New Alton Road north of 29th Street reduced to avoid the existing trees and vegetation to the maximum extent practicable. The entire easement contains 22,933 square feet (0.526 acres) more or less.

THE ADMINISTRATION RECOMMENDS APPROVING THE RESOLUTION.

Δ	dv	/isorv	Roard	Recomp	nendation:

N/A

Financial Information:

Source of		Amount	Account
Funds:	1		
	2		
	3		
OBPI	Total		1 10 10 10 10 10 10 10 10 10 10 10 10 10

City Clerk's Office Legislative Tracking:

Bruce Mowry, City Engineer, x. 6565

Sign-Offs:

Department Director Assistant City Manager City Manager ETC

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AGENDA ITEM



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO #

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A PERPETUAL NON-EXCLUSIVE EASEMENT BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), FOR THE PURPOSE OF CONSTRUCTING, INSTALLING AND MAINTAINING DRAINAGE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A PUMP STATION, DRAINAGE STRUCTURES, ELECTRICAL PANELS AND AN OUTFALL ALONG 29TH STREET AND ALTON ROAD,

A COPY OF THE EASEMENT IS ATTACHED HERETO AS EXHIBIT 1.

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

The Florida Department of Transportation (FDOT) is planning to reconstruct Alton Road/SR 907 from Michigan Avenue to 43rd Street (Project). Construction is scheduled to begin in November 2020. The Project will include roadway reconstruction, drainage improvements including storm water pump stations, intersection improvements, milling and resurfacing, adjustment of numerous valves and manholes, sidewalk and curb ramps, signage, pavement markings and signalization.

One of the storm water pumping stations is proposed in the median between existing Alton Road and Old Alton Road, north of 29th Street. The storm water pump station at this location is within public right-of-way under the City's jurisdiction. The storm sewer system will extend west from this location along the south side of 29th Street to the bay. At the bay, an outfall and seawall will be constructed.

ANALYSIS

FDOT is requesting a perpetual easement to work in the City's right-of-way to construct the portion of the project on 29th Street. This easement will still allow the City to have full access to the right-of-way as long as it does not interfere with the operation of the pump station and storm sewer system.

This easement is approximately 12 feet wide by the length of 29th Street from Alton Road to the east and for the proposed pump station, an area between Old Alton Road and New Alton Road north of 29th Street reduced in size to avoid the existing trees and vegetation to the maximum extent practicable. The entire easement contains 22,933 square feet (0.526 acres) more or less.

City Commission Memorandum – FDOT – Easement – Alton Road PS 1 June 8, 2016 Page 2 of 2

CONCLUSION

The Administration recommends that the Mayor and City Commission approve and authorize the City Manager to execute the perpetual easement with FDOT.

Attachment:

Exhibit 1 - Perpetual Easement

JLM/E/IC/JJE/BAM/WRB

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RESOL	.UTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A PERPETUAL NON-EXCLUSIVE EASEMENT BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), FOR THE PURPOSE OF CONSTRUCTING, INSTALLING AND MAINTAINING DRAINAGE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A PUMP STATION, DRAINAGE STRUCTURES, ELECTRICAL PANELS AND AN OUTFALL ALONG 29TH STREET AND ALTON ROAD, A COPY OF THE EASEMENT AGREEMENT IS ATTACHED HERETO AS EXHIBIT 1.

WHEREAS, State of Florida Department of Transportation ("FDOT") is proposing to reconstruct Alton Road from Michigan Avenue to 43rd Street; and

WHEREAS, the City of Miami Beach is the owner of the public right-of-way along a portion of Alton Road and 29th Street from Alton Road to the west; and

WHEREAS, as part of this project, FDOT intends to install a pump station along the west side of Alton Road and a drainage system along the south side of 29th Street with an outfall to the bay;

WHEREAS, FDOT has modified the easement to avoid the existing trees and vegetation to the maximum extent practicable; and

WHEREAS, the City desires to enter into the attached Easement Agreement with FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve a perpetual easement between the City and the State of Florida Department Of Transportation ("FDOT"), for the purpose of constructing, installing and maintaining drainage improvements, including but not limited to a pump station, drainage structures, electrical panels and an outfall along 29th Street and Alton Road, a copy of the easement agreement is attached hereto as Exhibit 1.

PASSED and ADOPTED this day of June, 2016.		
ATTEST:		
	Philip Levine, Mayor	
Rafael E. Granado, City Clerk	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION	
T:\AGENDA\2016\June\PUBLIC WORKS\FDOT - Ea	sement - Alton Remarkationer Reso.docxDate	

07-PE.13 Exhibit 1

This instrument prepared by, or under the direction of, Alicia Trujillo, Esq.
District Six Chief Counsel State of Florida
Department of Transportation 1000 N.W. 111th Avenue
Miami, Florida 33172

December 18, 2015 - EV

Parcel No. : 800.1R(3-15-2016)

Item/Segment No.: 429193-1

Managing District : 6

PERPETUAL EASEMENT

THIS EASEMENT Made the _____ day of May, 2016, by **THE CITY OF MIAMI BEACH**, a municipality of the State of Florida, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement for the purpose of constructing, installing and maintaining drainage improvements, including but not limited to, a pump station, drainage structures, electrical panels and an outfall, in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

PARCEL 800 FIN. No. 429193-1

A portion of State Road 907 (Alton Road) as shown on the Right of Way Map for State Road 907, Section 87037-2507, dated 03-14-1990 and a portion of West 29th Street as shown AMENDED PLAT OF SUNSET LAKE SUBDIVISION as recorded in Plat Book 8, at Page 52 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Baseline of State Road 907 (Alton Road) with the centerline of West 29th Street as shown on the said Right of Way Map for State Road 907; THENCE South 88°10'24" West, along said centerline of West 29th Street, a distance of 798.61 feet; THENCE South 01°49'36" East, at right angles to the last described course, a distance of 2.21 feet to the POINT OF BEGINNING; THENCE North 87°45'53" East, a distance of 143.52 feet; THENCE North 88°05'31" East, a distance of 190.78 feet; THENCE North 87°00'27" East, a distance of 127.76 feet; THENCE North 89°52'55" East, a distance of 65.31 feet; THENCE North 87°00'27" East, a distance of 27.96 feet; THENCE North 88°06'50" East, a distance of 90.35 feet; THENCE North 52°07'32" East, a distance of 72.97 feet to the point of intersection with a circular curve concave to the Northeast, having as its elements a radius of 24.36 feet, a central angle of 25°23'13", and a chord bearing of North 08°25'22" West; THENCE Northerly, along the arc of said curve for an arc distance of 10.79 feet; THENCE North 00°03'31" East, a distance of 7.83 feet to the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 316.95 feet, a central angle of 11°54'07", and a chord bearing of North 05°27'12" East; THENCE Northeasterly, along the arc of said curve, a distance of 65.84 feet to the point of intersection with a circular curve to the Southeast , having as its elements, a radius of 448.49 feet, a central angle of 08°24'13", and a chord bearing of North 14°29'10" East; THENCE

Northeasterly, along the arc of said curve for an arc distance of 65.78 feet; THENCE North 21°27'39" East, a distance of 12.27 feet to the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 351.34 feet, a central angle of 11°53'15", and a chord bearing of North 29°23'44" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 72.90 feet to the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 475.25 feet, a central angle of 08°02'56", and a chord bearing of North 37°54'03" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 66.76 feet; THENCE North 39°53'52" East, a distance of 11.21 feet to the point of intersection with a circular curve concave to the Northwest, having as its elements, a radius of 123.56 feet, a central angle of 14°02'11", and a chord bearing of North 37°45'50" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 30.27 feet to a point on the Westerly Right of Way line of said State Road 907 (Alton Road), also being the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 966.58 feet, a central angle of 19°57'22", and a chord bearing of South 14°05'01" West; THENCE Southwesterly and Southerly, along said Westerly Right of Way line of said State Road 907, along the arc of said curve for an arc distance of 336.66 feet; THENCE South 87°54'22" West, a distance of 21.74 feet; THENCE North 03°00'42" West, a distance of 2.47 feet; THENCE South 87°34'20" West, a distance of 5.17 feet to the point of intersection with a circular curve concave to the Northeast, having as its elements, a radius of 25.20 feet, a central angle of 20°25'28", and a chord bearing of North 70°22'57" West; THENCE Northwesterly, along the arc of said curve for an arc distance of 8.98 feet; THENCE North 57°31'09" West, a distance of 5.38 feet; THENCE South 52°07'32" West, a distance of 75.76 feet; THENCE South 88° 06'47" West, a distance of 94.25 feet; THENCE South 87°01'34" West, a distance of 28.29 feet; THENCE South 89°53'11" West, a distance of 65.06 feet; THENCE South 87°45'48" West, a distance of 127.92 feet; THENCE South 88°05'14" West, a distance of 188.44 feet; THENCE South 87°50'05" West, a distance of 117.92 feet; THENCE South 02°01'12" East, a distance of 21.13 feet; THENCE South 88°10'24" West, a distance of 51.13 feet; THENCE North 01°44'15" West, a distance of 20.46 feet; THENCE North 87°25'31" East, a distance of 23.50 feet; THENCE North 02°34'29" West, a distance of 12.02 feet to the POINT OF BEGINNING.

All of the foregoing lying in Section 27, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida and containing 22,933 square feet (or 0.526 acres), more or less.

IV/XN/12/15/2015

Biscayne Engineering Company, Inc. LB 0129

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

Any other uses permitted by Grantor within the easement area shall not be inconsistent with the rights granted hereunder, nor impede the use of the area by Grantee in accordance with the uses authorized hereunder.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST:	THE CITY OF MIAMI BEACH
Its City Clerk	
	By:
	Its Mayor
	Address
	APPROVED AS TO FORM & LANGUAGE
STATE OF FLORIDA	& FOR EXECUTION
COLDITY	2.2 Car 6/1/16
COUNTY OF	City Attorney Mass Date
	nowledged before me this day of 20,
	, Mayor, who is personally known to me or who has produced identification.
as as	identification.
	(Signature of person taking acknowledgment)
	(Signature of person taking acknowledgment)
	(Type, print or stamp name under signature)
	Title or rank and serial number, if any:

EXHIBIT "A"

GENERAL NOTES:

- THIS IS NOT A SURVEY.
- Right of Way lines, Survey Baseline, and centerline of West 29th Street information was provided by FDOT in Microstation format. Biscayne Engineering was instructed by FDOT to use said information for this sketch preparation.

- Bearings shown hereon are relative to the centerline of West 29th Street, having a bearing of South

88°10'24" West.

- Stations and Offsets are relative to the centerline of West 29th Street and Survey Baseline of S.R. 907 (Alton Road).
- Bearings and distances are calculated unless otherwise noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- Biscayne Engineering Company, Inc. has not reviewed Title Search in connection with this sketch preparation. Biscayne Engineering has only performed a limited research via Miami-Dade County Property Appraiser Website.

- Biscayne Engineering Company, Inc. Order No. 03-85145, Drawing No. 2229-SS-03.

- Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper.

- This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

LEGEND:

8 - Baseline C.B. - Chord Bearing **Q** - Centerline

- Parcel Identification

800 Number Δ - Delta

EXIST. - Existing

F.D.O.T. - Florida Department of Transportation

F.E.C. - Florida East Coast F.P. - Financial Project

L - Length

M - City of Miami Monument Line

NO. - Number

O.R.B. - Official Records Book

P.B. - Plat Book

PG. - Page

P.O.B. - Point of Beginning P.O.C. - Point of Commencement

R - Radius RGE. - Range

R.R. - Railroad

RT - Right

R/W - Right-of-Way

SEC. - Section S.R. - State Road

STA. - Station

T.B. - Tangent Bearing

TWP. - Township

LT - Left Turn

S.F.W.M.D. - South Florida Water Management. District

MIKE J. BARTHOLOMEW PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5666

BISCAYNE ENGINEERING COMPANY, INC. 529 W. FLAGLER ST, MIAMI, FL 33130, TEL. 305.324.7671 CERTIFICATE OF AUTHORIZATION No. 0129

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION STATE ROAD NO. 907 MIAMI-DADE COUNTY DATA SOURCE: BY DATE SEE GENERAL NOTES DRAWN I.G 12/15 SECTION B7037 SHEET 1 OF 5 F.P. NO. 429193-1-52-01 CHECKED I.V. 12/15

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL 800

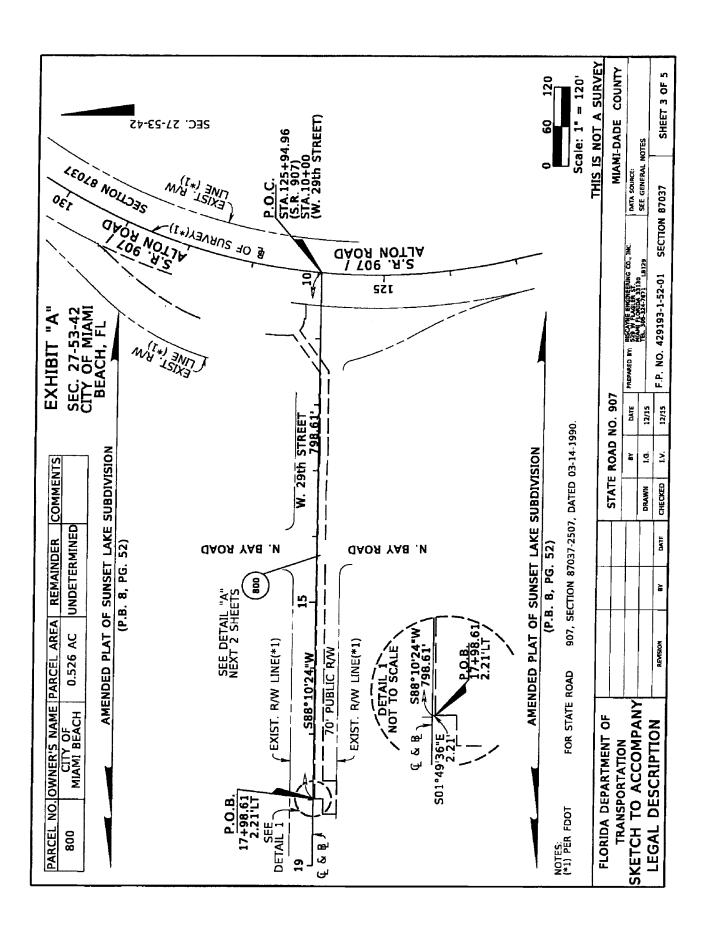
A portion of State Road 907 (Alton Road) as shown on the Right of Way Map for State Road 907, Section 87037-2507, dated 03-14-1990 and a portion of West 29th Street as shown AMENDED PLAT OF SUNSET LAKE SUBDIVISION as recorded in Plat Book 8, at Page 52 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

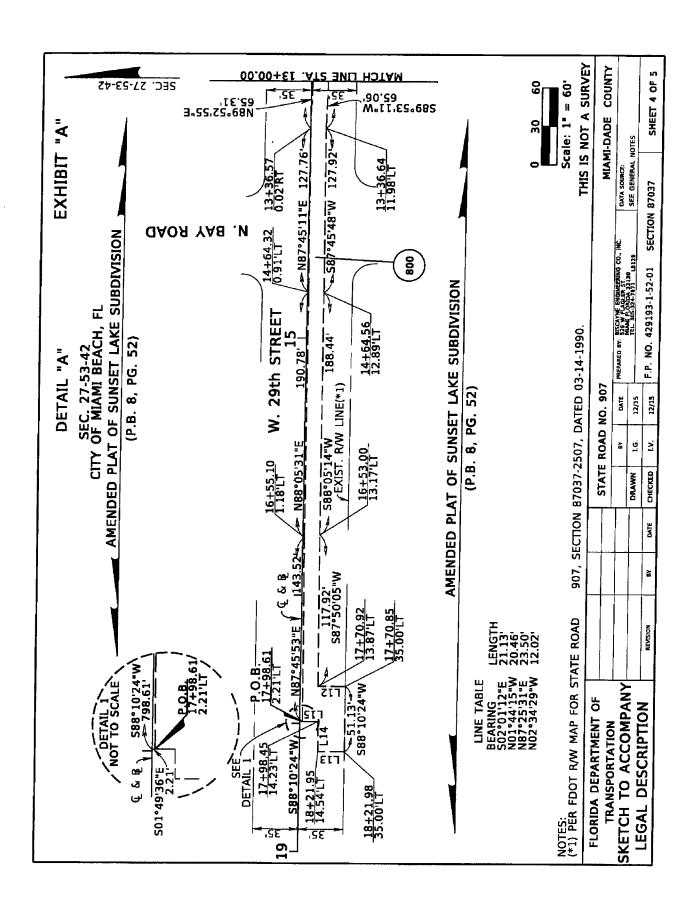
COMMENCE at the intersection of the Baseline of State Road 907 (Alton Road) with the centerline of West 29th Street as shown on the said Right of Way Map for State Road 907; THENCE South 88°10'24" West, along said centerline of West 29th Street, a distance of 798.61 feet; THENCE South 01°49'36" East, at right angles to the last described course, a distance of 2.21 feet to the POINT OF BEGINNING; THENCE North 87°45'53" East, a distance of 143.52 feet; THENCE North 88°05'31" East, a distance of 190.78 feet; THENCE North 87°45'11" East, a distance of 127.76 feet; THENCE North 89°52'55" East, a distance of 65.31 feet; THENCE North 87°00'27" East, a distance of 79.97 feet; THENCE North 88°06'50" East, a distance of 90.35 feet; THENCE North 87°00'27" East, a distance of 79.97 feet to the point of intersection with a circular concerns to the North page 124.36 intersection with a circular curve concave to the Northeast, having as its elements a radius of 24.36 feet, a central angle of 25°23'13", and a chord bearing of North 08°25'22" West; THENCE Northerly, along the arc of said curve for an arc distance of 10.79 feet; THENCE North 00°03'31" East, a distance of 7.83 feet to the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 316.95 feet, a central angle of 11°54'07", and a chord bearing of North 05°27'12" East; THENCE Northeasterly, along the arc of said curve, a distance of 65.84 feet to the point of intersection with a circular curve to the Southeast, having as its elements, a radius of 448.49 feet, a central angle of 08°24'13", and a chord bearing of North 14°29'10" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 65.78 feet; THENCE North 21°27'39" East, a distance of 12.27 feet to the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 351.34 feet, a central angle of 11°53'15", and a chord bearing of North 29°23'44" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 72.90 feet to the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 475.25 feet, a central angle of 08°02'56", and a chord bearing of North 37°54'03" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 66.76 feet; THENCE North 39°53'52" East, a distance of 11.21 feet to the point of intersection with a circular curve concave to the Northwest, having as its elements, a radius of 123.56 feet, a central angle of 14°02'11", and a chord bearing of North 37°45'50" East; THENCE Northeasterly, along the arc of said curve for an arc distance of 30.27 feet to a point on the Westerly Right of Way line of said State Road 907 (Alton Road), also being the point of intersection with a circular curve concave to the Southeast, having as its elements, a radius of 966.58 feet, a central angle of 19°57'22", and a chord bearing of South 14°05'01" West; THENCE Southwesterly and Southerly, along said Westerly Right of Way line of said State Road 907, along the arc of said curve for an arc distance of 336.66 feet; THENCE South 87°54'22" West, a distance of 31.74 feets THENCE South 87°54'22" West, a distance distance of 21.74 feet; THENCE North 03°00'42" West, a distance of 2.47 feet; THENCE South 87°34'20" West, a distance of 5.17 feet to the point of intersection with a circular curve concave to the Northeast, having as its elements, a radius of 25.20 feet, a central angle of 20°25'28", and a chord bearing of North 70°22'57" West; THENCE Northwesterly, along the arc of said curve for an arc distance of 8.98 feet; THENCE North 57°31'09" West, a distance of 5.38 feet; THENCE South 52°07'32" West, a distance of 75.76 feet; THENCE South 88° 06'47" West, a distance of 94.25 feet; THENCE South 87°01'34" West, a distance of 28.29 feet; THENCE South 89°53'11" West, a distance of 65.06 feet; THENCE South 87°01'34" West 87°45'48" West, a distance of 127.92 feet; THENCE South 88°05'14" West, a distance of 188.44 feet; THENCE South 87°50'05" West, a distance of 117.92 feet; THENCE South 02°01'12" East, a distance of 21.13 feet; THENCE South 88°10'24" West, a distance of 51.13 feet; THENCE North 01°44'15" West, a distance of 20.46 feet; THENCE North 87°25'31" East, a distance of 23.50 feet; THENCE North 02°34'29" West, a distance of 12.02 feet to the POINT OF BEGINNING.

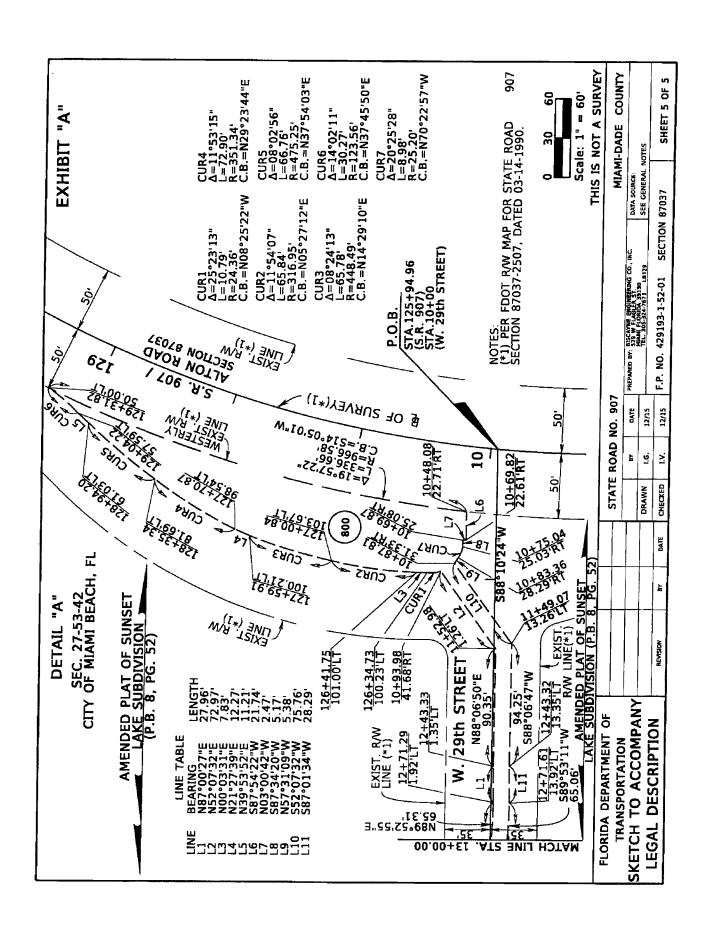
All of the foregoing lying in Section 27, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida and containing 22,933 square feet (or 0.526 acres), more or less.

THIS IS NOT A SURVEY

	SK		RIDA DEPARTMENT OF TRANSI TO ACCOMPANY LEGAL		-
 STATE	ROAD N	0. 907		MIA	MI-DADE COUNTY
	BY	DATE	PREPARED BY: BISCAYNE ENGREENING CO., INC. LB0129 529 W FLAGLER ST. MAANI FLORIDA 33130 TEL. 305-324-1971	DATA SOURCE:	
DRAWN	1.G.	12/15	TEL. 303-324-7871	SEE GENERAL N	NOTES
CHECKED	I.V.	12/15	F.P. NO. 429193-1-52-01 SECTION	87037	SHEET 2 OF 5







Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Pertaining To The City Construction Project Referred To As The "Indian Creek Drive/State Road (SR) A1A, 26 Street To 41 Street - Flooding Mitigation Project" And, With Respect To The Project, Accepting The Findings And Recommendation Of The City Manager In Declaring An Emergency Pursuant To Subsections 287.055(3)(A)(1) And (9)(C)(6), Florida Statutes; And, As Permitted Pursuant To Section 2-367(E) Of The City Code, Waiving, By 5/7ths Vote, The Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The City Manager To Take The Following Actions To Procure The Necessary Emergency Design Services For The Developing Of A Design Criteria Package(DCP) And Conceptual Plans Which Complies With The Specifications Set Forth Under Section 287.055(2)(J), Florida Statutes. The Administration Recommends Engaging Into An Agreement With Ribbeck Engineering, Said Agreement In The Amount Of \$407,851 As FDOT Approved Engineering Firm Currently Working With In The Project Area Provide The City With The Ability Of Expedite Communication Between The City And FDOT.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

At its March 09, 2016 meeting, the City commission approved an agreement with the City and Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets. The infrastructure improvements will include a new storm water drainage system, pump station and seawall. The existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements. Driveways, light poles, signals, signage and pavement markings will be replaced to match new roadway alignment and configuration.

Due to complexity and urgency of this project, the administration recommends engaging Ribbeck Engineering, Inc. as the engineering firm responsible in developing the Design Criteria Package (DCP) and Conceptual plans that will be used for this project. Currently, Ribbeck Engineering, Inc. is not part of the approved city's engineering firm rotational list, however, due to this firm experience working with FDOT and their current and previous work within the project area; it is in the City's best interest to utilize them.

The Public Works Department has reviewed the proposal and finds the cost reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

N/A

F	inan	ıcial	Informatio	n:

Source of		Amount	Account	Approved
Funds:	1	\$407,851	429-0815-061357-00-48-517- 00-00-00-C1601	
- //	2			
11.0	3			
OB PI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Assistant Department Assistant City Manager / City Manager

Director DPW

JJF ETC J

JLM

T:\AGENDA\2016\June\Public Works\Indian Creek Improvements - summary.docx

Agenda Item R7U
Date 6-8-16



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE CITY CONSTRUCTION PROJECT REFERRED TO AS THE "INDIAN CREEK DRIVE/STATE ROAD (SR) A1A, 26 STREET TO 41 STREET - FLOODING MITIGATION PROJECT" AND, WITH RESPECT TO THE PROJECT. **ACCEPTING** THE **FINDINGS** RECOMMENDATION OF THE CITY MANAGER IN DECLARING AN EMERGENCY PURSUANT TO SUBSECTIONS 287.055(3)(A)(1) AND (9)(C)(6), STATUTES; AND, AS PERMITTED PURSUANT TO SECTION 2-367(E) OF THE CITY CODE, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE CITY MANAGER TO TAKE THE FOLLOWING ACTIONS TO PROCURE THE NECESSARY EMERGENCY DESIGN SERVICES FOR THE DEVELOPING OF A DESIGN CRITERIA PACKAGE (DCP) AND CONCEPTUAL PLANS WHICH COMPLIES WITH THE SPECIFICATIONS SET **SECTION** FORTH UNDER 287.055(2)(J), **FLORIDA** STATUTES. ADMINISTRATION RECOMMENDS ENGAGING INTO AN AGREEMENT WITH RIBBECK ENGINEERING. SAID AGREEMENT IN THE AMOUNT OF \$407.851 AS FDOT APPROVED ENGINEERING FIRM CURRENTLY WORKING WITHIN THE PROJECT AREA PROVIDE THE CITY WITH THE ABILITY OF EXPEDITE

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution

FUNDING

Funding is subject to the FY 14/15 being approved by City Commission.

COMMUNICATION BETWEEN THE CITY AND FDOT.

Amount Account Number

\$407,851 429-0815-061357-00-48-517-00-00-00-C1601

BACKGROUND

At its March 9, 2016 meeting, the City commission approved Resolution 2016-29332 approving

Commission Memorandum – Indian Creek Drive – 26th to 41st Street – Flooding Mitigation Project Page 2 of 3

an agreement between the City and Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets. The infrastructure improvements will include a new storm water drainage system, pump station and seawall. The existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements. Driveways, light poles, signals, signage and pavement markings will be replaced to match the new roadway alignment and configuration.

Due to complexity and urgency of this project, the administration recommends engaging Ribbeck Engineering, Inc. as the engineering firm responsible in developing the Design Criteria Package (DCP) and conceptual plans that will be used for this project. Currently, Ribbeck Engineering, Inc. is not part of the approved City's engineering firm rotational list. However, due to this firm's experience working with FDOT, along with their current and previous work within the project area, it is in the City's best interest to utilize them.

The majority of the construction improvements will happen within FDOT's right of way. Ribbeck Engineering will play an important role making sure the DCP package complies with FDOT and City design criteria requirements. A scope of work has been provided and is attached as Exhibit 1 along with the proposed hours of effort for the work. Ribbeck Engineering will perform the work under the same hourly rates and percentages for overhead and profit as their contract with FDOT.

Authorization to enter into an agreement is being proposed under Section 287.055, Florida Statutes (also known as the "Consultants Competitive Negotiation Act" or CCNA). While the CCNA requires municipalities to publicly bid certain professional services, including architecture and engineering services, this requirement can be waived in cases of valid public emergencies. In this case, the Administration believes that given: 1) current conditions, both at the Project site and within the neighborhood; 2) the potential community hardships, quality of life issues, potentially aggravated due to a postponement of the current work in order to undertake a procurement process; and 3) the fact that this firm is performing work in the area; the City Administration, in assessing the totality of factors giving rise to this situation, believes there is ample support to find that a public emergency, necessitating a CCNA waiver of the bidding requirements, exists here.

Given that the facts do indeed support the existence of a public emergency, to the extent that a waiver of the bidding requirements under the CCNA is justified, the Administration recommends the following course of action:

- 1. That the competitive bidding requirements be waived by 5/7ths vote as permitted pursuant to Section 2-367(e) of the City Code, finding such waiver to be in the best interest of the City, and that the City Manager be authorized to take further actions to procure the necessary emergency design and construction services for the project, via a design-build contract, including authorizing the preparation of a Design Criteria Package (DCP) which complies with the specifications set forth under F.S. 287.055(2)(i):
- 2. That the total sum of the contract for this engineering firm and subcontractor is \$407,851 which consists of developing a Design Criteria Package (DCP) and conceptual plans for approximately 0.85 miles of Indian Creek Drive. The conceptual plans include roadway, drainage, signing & pavement markings, and signalization. In addition, coordination with key stakeholders is included. The conceptual plans are required as reference to the DCP and will be performed in accordance with FDOT design requirements. The DCP will include

Commission Memorandum – Indian Creek Drive – 26th to 41st Street – Flooding Mitigation Project Page 3 of 3

FDOT design criteria as well as City of Miami Beach contract requirements necessary by the Design-Build Firm to properly submit.

CONCLUSION

The Administration recommends adopting the Resolution

Attachment – Ribbeck Engineering Proposal dated 5/26/2016 Attachment – Subcontractor Bolton Perez & Associates Proposal dated 3/28/2016

JLM/FC/JAM/WRB/GP

T:\AGENDA\2016\June\Public Works\Indian Creek Improvements Memo.doc

Indian Creek Drive from 26th Street to 41st Street

Scope of Work – Ribbeck Engineering

May 31, 2016

The Scope of Services consists of developing a Design Criteria Package (DCP) and Conceptual plans for approximately 0.85 miles of Indian Creek Drive. The conceptual plans include roadway, drainage, signing & pavement markings, and signalization. In addition, coordination with key stakeholders is included. The conceptual plans are required as reference to the Design Build criteria package and will be performed in accordance with FDOT design requirements. The RFP will include FDOT design criteria as well as City of Miami Beach contract requirements required by the Design-Build Firm to properly submit a response to the RFP.

The Scope of Services task's include the following:

Project General Task

- Progress and Coordination Meetings with City of Miami Beach
- Coordination Meetings with Florida Department of Transportation (FDOT)
- Coordination meetings with required discipline reviewers
- Coordination meetings with key stakeholders.
- Coordination with Geotechnical, Surveyor, Structure and Environmental Consultants providing services to the City of Miami Beach.
- Plans review meetings and field review meetings.

Roadway Analysis and Plans:

- Typical Section and Pavement Design Package for FDOT approval
- Prepare RFP Design Criteria and requirements
- Line and Grade analysis including transitions into side streets
- Prepare Roll Plots. Includes horizontal, profile, utilities, and drainage.
- Prepare plan details: typical section, back of sidewalk profile and cross sections (11"x17" sheets)
- Traffic Control Analysis and Roll Plots (including 3 phases)
- Schedule of Values
- Quantities: roadway and drainage
- Engineers Probable Construction Estimate

Drainage Analysis & Plan Production:

Pre-DCP Design Component: Activities under this task include coordination with City & City's
Contractor for 72" trunk-line & manholes construction. Also, includes providing design & plan
production support for main trunk-line plan layout (horizontal/vertical control) and incidental
miscellaneous drainage details.

• RFP Design Component: Activities under this task includes providing drainage analysis and master layout design file for proposed pump station and incidental roadway drainage (inlets, manholes, storm drain laterals & connection to trunk-line).

Utility Analysis:

• Utility master layout design file

Signing and Pavement Marking Analysis and Plan:

- Develop SAPM master plan (pavement markings only, no single post signs)
- Analysis of one (1) cantilever overhead sign
- Coordination with FDOT for cantilever overhead sign
- Quantities
- Prepare roll plot

Signalization Analysis and Plan:

- Develop Signalization master plan for 3 signalized intersections (conceptual: mast arm, control cabinet, pedestrian signals, and loops)
- As-built review and Field review.
- Coordination with maintaining agency
- Quantities
- Prepare roll plot

Geotechnical Field and Lab Testing SUBTOTAL ESTIMATED FEE: Optional Services GRAND TOTAL ESTIMATED FEE:

SUBTOTAL ESTIMATED FEE:

Subconsultant: Sub 11 Subconsultant: Sub 12

Subconsultant: Sub 7 Subconsultant: Sub 8 Subconsultant: Sub 9 Subconsultant: Sub 10 Sub 9 Sub 10

\$0.00 \$0.00

\$107,448.00 \$175,956.84 \$41,367.48 \$824.13 \$0.00

163.76% 38.5% 0.767%

SALARY RELATED COSTS;
OVERHEAD:
OPERATING MARGIN:
FCCM (Facilies Capital Cost Money);
EXPENSES;

Survey Field Days by Subconsultant 4 - Person Crew:

/ day

4-man crew days @

Subconsultant: Enter Name Sub 1 Survey (Field - if by Prime) SUBTOTAL ESTIMATED FEE:

Sub 3 Sub 5 Sub 6 Sub 4

Subconsultant:

Subconsultant: Subconsultant: 5 Subconsultant:

Subconsultant:

Check = \$107,448.00

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: County: FPN: FAP No.:	Indian Creek Drive fro enter name of county NA 54321	Drive from 21 county	Indian Creek Drive from 26th Street to 41st Street enter name of county NA 54321	st Street								Co	Consultant Name: F Consultant No.: 6 Date: Estimator: 1	Klabeck enter consulta 5/31/2016 insert name	Ribbeck enter consultants proj. number 5/31/2016 insert name	
Staff Classification		Project Manager	Sr Project Engineer	Project Engineer	Sr. Engineer	Engineer	Sr. Designer	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11		HS &	Salary	Average
	"SH Summary - Firm"	\$65.00	\$58.00	\$56.00	\$60.00	\$31.00	\$25.00	\$0.00	80.00	\$0.00	00 05	£0.03	\$0.00	Activity	Activity	Tack
3. Project General and Project Common Tasks	192	192	0	0	0	0	0	0	۰	٥	o	c	٥	182	\$12.480	\$65.00
4. Roadway Analysis	1,044	509	500	508	104	509	104	0	0	0	0	0	0	1,044	\$52,730	\$50.51
5. Roadway Plans	378	0	0	76	0	151	151	0	0	0	0	0	0	378	\$12,712	\$33.63
6a. Drainage Analysis	569	54	0	0	215	0	0	0	0	0	0	٥	0	569	\$16,410	\$61.00
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%	#DIV/0i
7. Utilities	40	0	0	0	0	0	40	0	0	0	0	0	0	9	\$1,000	\$25.00
8. Environmental Permits, Compliance & Clearances	0	0	o	0	0	0	0	0	0	0	0	0	0	0	0\$	#DIV/0i
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0\$	#DIV/0i
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0\$	#DIV/0i
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0i
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	6	0	0	0	٥	0	\$0	#DIV/0i
13. Structures - Medium Span Concrete Bridge	0	0	0		0	0	0	0	0	0	0	•	0	0	\$0	#DIA/0i
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	#DIV/0i
15. Structures - Segmental Concrete Bridge	•	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0i
16. Structures - Movable Span	0	0	0	0	0	0	0		0	0	0	0	0	0	0\$	#DIV/0i
17. Structures - Retaining Walls	0	0	٥	0	0	0	0	0	0	0	0	0	•	0	0\$	#DIV/OI
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0\$	#DIA/0i
19. Signing & Pavement Marking Analysis	124	0	0	74	0	52	52	0	0	0	0	0	0	124	\$5,544	\$44.71
20. Signing & Pavement Marking Plans	99	0	0	13	٥	56	56	0	0	0	0	0	0	65	\$2,184	\$33.60
21. Signalization Analysis	61	0	61	0	0	0	0	0	0	0	o	0	0	19	\$3,538	\$58.00
22. Signalization Plans	56	0	ĸ	0	0	10	10	0	0	0	0	0	٥	25	\$850	\$34.00
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0\$	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#Di/\0i
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	•	0	0	0	#DIA/0
26. Landscape Architecture Plans	0	0	0		0	0	0	0	0	0	0		0	0	ş	#DI//0i
27. Survey (Field & Office Support)	0		0	0	0	0	0	0	0	0	0	0	0	0	S	#DI/\/0#
28. Photogrammetry	0	0	0	0	0	0	0	0	•	0	0	•	0	0	ş	#DIA/0i
29. Mapping	0	0	0	0	0	0	٥	0	0	0	0	0	0	0	0 \$	#DIA/0i
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	05	#DIV/0;
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	•	0	S.	#DI/\/0\
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	%	#DIA/0i
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0\$	#D1\\\0;
34. Intelligent Transportation Systems Plans	0	0	0		0	0	0	0	0	0	0	0	0	0	\$0	#DIA/0
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0}
Total Staff Hours	2,200	455	275	372	319	421	356	0	0	0	0	0	0	2,198		
Total Staff Cost		\$29,575.00	\$15,950.00	\$20,832.00	\$19,140.00	\$13,051.00	\$8,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$107,448.00	\$48.88

Notes: 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Page 14 of 5

Indian Creek Drive from 26th Street to 41st Street – Temporary Steel Sheet Pile Wall

Scope of Work - Structural

Revised March 28, 2016

The work consists of developing contract documents for approximately 1500 LF of bulkhead retaining wall. The contract drawings will consist of wall control drawings, notes and typical wall section depicting the City of Miami Beach pile and panel standard bulkhead wall details and do not include the actual wall design. The proposed new bulkhead wall will be located along the front face of the existing bulkhead wall within the City owned parcels.

The work will be performed in accordance with FDOT design requirements, and includes the following tasks:

- 1. Develop horizontal and vertical wall layout geometry based on survey cross sections depicting the location of the existing wall and baseline geometry.
- 2. Develop plan and elevation views of approximately 1500 LF of retaining walls.
- 3. Develop typical wall section of City of Miami Beach standard bulkhead wall, including provisions for drainage and utility pipe crossings.
- 4. Develop quantities and cost estimate.
- 5. Coordinate the work with the City of Miami Beach Engineer, Geotechnical Engineer, Drainage Engineer, and Utility Engineer.

Construction will be in accordance with FDOT Specifications.

\$10,486.50 \$17,328.94 \$20,02 \$2,002 \$11,784.17 \$10,00 \$0 \$0,00 \$0,00 \$0,00 \$0,00 \$0,00 \$0,00 \$0,00 \$0 \$0,00 \$0 \$0 \$0,00 \$0 \$0 \$0,00 \$0 \$0 \$0 \$0

/ day

165% 35% 0.09% 2.76% 4-man crew days @

SALARY RELATED COSTS:
OVERHEAD:
OPERATING MARGIN:
FCM (Fedilites Capital Cost Money);
EXPENSES:

Survey Field Days by Subconsultant 4 - Person Crew:

Survey (Field - if by Prime)
SUBTOTAL ESTIMATED FEE:
Subconsultant. Enter Name Sub 1
Subconsultant. Sub 2

Sub 4 Sub 5 Sub 6

Subconsultant: Subconsultant: Subconsultant: Subconsultant: Subconsultant:

Geotechnical Field and Lab Testing SUBTOTAL ESTIMATED FEE: Optional Services GRAND TOTAL ESTIMATED FEE:

Subconsultant. Sub 8
Subconsultant. Sub 9
Subconsultant. Sub 10
Subconsultant. Sub 11
Subconsultant. Sub 12
SUBTOTAL ESTIMATED FEE:

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT Indian Creek Drive from 26th Street to 41st Street - Phase 1 Bulkhead Retaining Walls NA NA NA NA

		Name of Project: County: FPN: FAP No.:	Indian Creek Miami-Dade NA NA	ek Drive from 2 e	Indian Creek Drive from 26th Street to 41st Street Miami-Dade NA NA		Phase 1 Bulkhead Retaining Walls	etaining Walls						S C	Consultant Name: E Consultant No.: E Date: C	Bolton Perez & Associates Proposal 05/31/2016 Joaquin Perez	t Associates	
		Staff Classification		_	Sr. Project Engineer	Project Engineer	Engineer	Designer	Emgineering Intern	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classt- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	_	HS .	Salary	Average
1	1		Summary -	\$78.00	\$66.00	\$42,50	\$39.00	\$35.00	\$27.50	\$0.00	\$0.00	\$0.00	\$0.00	80.00	\$0.00	Activity	Cost By	Kate Per Task
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Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

Indian Creek Drive from 26th Street to 41st Street – Temporary Steel Sheet Pile Wall

Scope of Work – Structural

Revised March 28, 2016

The work consists of developing 30% preliminary documents and design build criteria for approximately 3000 LF of bulkhead retaining wall. The preliminary drawings will consist of wall control drawings, notes and typical wall section depicting the City of Miami Beach pile and panel standard bulkhead wall details and do not include the actual wall design. The proposed new bulkhead wall will be located along the front face of the existing bulkhead wall within future parcels anticipated to be purchased by or deeded over to the City.

In addition, we will develop 30% plans and details for the concrete drainage pump structure, including the design criteria for the Design Build criteria package.

The work will be performed in accordance with FDOT design requirements, and includes the following tasks:

- 1. Develop horizontal and vertical wall layout geometry based on survey cross sections depicting the location of the existing wall and baseline geometry.
- 2. Develop 30% plan and elevation view drawings and design criteria of approximately 3000 LF of retaining walls.
- 3. Develop 30% typical wall section of City of Miami Beach standard bulkhead wall, including provisions for drainage and utility pipe crossings.
- 4. Develop quantities and cost estimate.
- 5. Develop 30% design details, drawings, and design criteria for the future pump structure.
- 6. Coordinate the work with the City of Miami Beach Engineer, Geotechnical Engineer, Drainage Engineer, and Utility Engineer.

Construction will be in accordance with FDOT Specifications.

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SALARY RELATED COSTS:
OVERHEAD:
OPERATING MARGIN:
FCCM (Facilities Capital Cost Money):
EXPENSES:

Survey Field Days by Subconsultant 4 - Person Crew.

Subconsultant: Enter Name Sub 1 Survey (Field - if by Prime) SUBTOTAL ESTIMATED FEE:

Subconsultant

Subconsultant Sub 3
Subconsultant Sub 4
Subconsultant Sub 5
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Subconsultant Sub 10
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Subconsultant Sub 11

SUBCOURTAIL ESTIMATED FEE:
Geotechnical Field and Lab Testing
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Optional Services
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ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

## Secretary Property (Market) Figure 1	TALLIAN.		ŀ											Estimator;	Joaquin Perez		
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Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

4.2 Certificate of Completion

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certification of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 5 – Unloaded Hourly Rates
Table 6 – Loaded Billing Rates

	ble 5A ors for Rates	***************************************		
Consultant	Overhead	FCCM	OMDS plus CDAF	Direct Expense
Ribbeck Engineering, Inc.	165.56%	0.733%	38.50%	0.00%
A.D.A. Engineering, Inc.	181.47%	0.037%	33.50%	4.23%
A&P Consulting Transportation Engineers, Corp.	164.09%	0.034%	33.50%	2.36%
Atkins North America, Inc.	157.80%	0.047%	34.50%	14.34%
HR Engineering Services, Inc.	169.35%	0.249%	33.50%	14.33%
H. W. Lochner, Inc.	184.32%	0.300%	30.50%	29.00%
Keith and Schnars, P.A.	174.60%	0.438%	28.50%	9.14%
Kimley-Horn and Associates, Inc.	193.50%	0.648%	34.50%	6.58%
Marlin Engineering, Inc.	134.95%	0.016%	40.50%	2.19%

The above rates for overhead, FCCM, Operating Margin, and Direct Expense are fixed and are not subject to audit adjustment during the term of this agreement.

	Table 5B Unloaded Hourly Rates Contract Rates		
Consultant	Job Class/Name	Unit	Rate
	Engineering Intern	Hour	\$31.00
	Project Engineer	Hour	\$56.00
	Project Manager	Hour	\$65.00
Ribbeck Engineering, Inc.	Senior Designer	Hour	\$32.20
	Senior Engineer	Hour	\$60.00
	Senior Project Engineer	Hour	\$58.00
	Senior Scientist	Hour	\$54.00

EXHIBIT B

SR 94/Kendall Drive from SW 7500 Block/SW 73 Place to US 1/South Dixie Hwy and

PROJECT NAME:

SR 94/Kendall Drive from SW 77 Ave to US 1

AD NUMBER:

16641

CONTRACT NO.:

C-9024

CONSULTANT	ОН	FCCM	OMDS	EXP	MULTIPLIER
Bolton Perez & Associates	165.25%	0.086%	34.00%	2.76%	302.10%

FIRM	CLASSIFICATION	RATE
	Chief Engineering	\$78.00
	Engineer	\$39.00
Network Engineering Services,	Engineering Intern	\$27.25
Inc. / dba Bolton Perez &	Project Engineer	\$42.50
Associates	Project Manager	\$78,00
	Senior Engineer / Basic Services - Lump Sum	\$66.00
· 70 · 8000 · 8000 · 8000	Senior Engineer / QC - Limiting Amount	\$66.00

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The City Manager, Pursuant To Request For Proposals (RFP) No. 2016-042-Kb, For Design/Build Services For Stormwater Pump Station At Northeast Corner Of Convention Center Drive, To Award The Contract To David Mancini And Sons, Inc. (DMSI), With A Guaranteed Maximum Price (GMP) Of \$5,398,019.00; And Further Authorizing The Mayor And City Clerk To Execute A Design Build Agreement With DMSI, A Copy Of Which Is Attached Hereto As Exhibit 1.

Key Intended Outcome Supported:

Build And Maintain Priority Infrastructure With Full Accountability

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

On December 16, 2015, the City Commission approved the issuance of the subject RFP, which was advertised on December 18, 2016. On February 4, 2016 the City received proposals in response to the RFP from the following five (5) firms: Bergeron Land Development, Inc., David Mancini & Sons, Inc., Lanzo Construction Company, Ric-Man Construction, Inc., and Ric-Man International, Inc. In accordance with Section 287.055 of the Florida Statutes, the RFP provides for a two-step, phased evaluation process. During Phase I, the evaluation committee considers proposers qualifications. During Phase II, the evaluation committee considers price and detailed technical proposals.

On February 8, 2016, the City Manager appointed the Evaluation Committee via LTC # 060-2016, which convened on February 17, 2016 to consider proposals received under Phase I. On February 26, 2016, after reviewing all the qualifications of each firm and having considered the Evaluation Committee's comments and rankings, the City Manager approved for all firms submitting proposals to be shortlisted for Phase II consideration.

On March 26, 2016, the Administration issued Phase II of the RFP process to the short-listed proposers. A pre-proposal conference to provide information to the short-listed proposers was held on March 5, 2016. On May 9, 2016, 2016, the City received proposals in response to Phase II of the RFP from all short-listed proposers.

The Evaluation Committee once again convened on May 10, 2016 to consider the technical proposals received under Phase II. The Evaluation Committee ranked the Phase II proposals as follows:

- (1) Bergeron Land Development, Inc.; and
- (1) Lanzo Construction Company; and
- (1) David Mancini & Sons, Inc.; and
- (4) Ric-Man Construction, Inc.; and
- (5) Ric-Man International, Inc.

As depicted in the table above, DMSI, Bergeron Land Development, and Lanzo Construction Co. were ranked as the top-ranked proposers by the evaluation committee. When the raw scores are considered, DMSI received a top-ranked raw score of 190.12; Bergeron received a raw score of 189; and, Lanzo received a raw score of 188.20. Notwithstanding, all three firms are well qualified to complete the work. Further, the pricing proposed by the three firms is relatively close with less than a 1% differential among the two firms submitting the lowest costs, Bergeron and DMSI. Therefore, after careful review of the results of the evaluation process and the proposals received pursuant to the RFP, I recommend awarding the agreement to DMSI for the following reasons:

- 1. DMSI received a top-ranked raw score of 190.12 in the Phase II evaluation process. Bergeron received a raw score of 189 and Lanzo received a raw score of 188.20.
- 2. DMSI has proposed a technical design that is in the best interest of the City. Where Bergeron has proposed a single wet well design, DMSI has proposed a double wet well design which provides redundancy to the design. Accordingly, DMSI design is in the best interest of the City.

For these reasons, the City Manager recommend award to DMSI. Should the Administration be unsuccessful in executing an agreement with DMSI, I recommend an award to Bergeron. Should the Administration be unsuccessful in executing an agreement with Bergeron, I recommend an award to Lanzo.

RECOMMENDATION

Approve the Resolution.

Advisory Board Recommendation:

Financial Inform	nation:							
Source of			Amount			 Acco	unt	
Funds:	1	N/A						
	2							
OBPI	Total							
				 	1 1	 	4. 4.	 11.6.1.

Financial Impact Summary: The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Eric Carpenter		
Sign-Offs:		
Department Director	Assistant City Manager	City Manager
AD EC_	EC 2(MT	JLM

T.\AGENDA\2016\May\Procurement - May 18\RFP 2016-042-KB MBCC Pump Station\2016-042-KB RFP - Design Build Services for MBCC Pump Station (Phase 1) - Sammary doc





City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-042-KB, FOR DESIGN/BUILD SERVICES FOR STORMWATER PUMP STATION AT NORTHEAST CORNER OF CONVENTION CENTER DRIVE, TO AWARD THE CONTRACT TO DAVID MANCINI AND SONS, INC. (DMSI), WITH A GUARANTEED MAXIMUM PRICE (GMP) OF \$5,398,019.00; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DESIGN BUILD AGREEMENT WITH DMSI, A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT 1.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Build And Maintain Priority Infrastructure With Full Accountability

FUNDING

The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.

BACKGROUND

A pump station must be located at the southwest corner of Washington Avenue and Dade Boulevard. It is part of the ongoing effort the City of Miami Beach is currently undertaking to perform improvements of the existing drainage conditions citywide to provide higher level of service by reducing flooding due to: extreme high tides, increased rainfall depth, intensity and distribution. The pump station will be designed to convey stormwater runoff resulting from a 5year 24-hour rainfall event. The pump station will serve the redevelopment of the Convention Center, a major portion of the Lincoln Road District Projects, and will cover the area bordered by Collins Canal to the north; Lincoln Lane South to the south; Collins Avenue to the east; and Michigan Avenue to the west. Public Works prepared a Design Criteria Package (DCP) as stipulated by the Florida Statutes to define the design and construction requirements for development of construction documents by Design Build Firms and for submission of their price proposals.

RFP PROCESS - PHASE I

On December 16, 2015, the City Commission directed the Administration to issue a Request for Proposals (RFP) for Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive. The RFP was released on December 18, 2015, with an opening date of February 4, 2016. A pre-proposal conference to provide information to the proposers submitting a response was held on January 6, 2016.

Request For Proposals (RFP) No. 2016-042-KB, For Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive June 8, 2016
Page 2

In accordance with Section 287.055, Florida Statutes, the RFP provides for a two-step, phased evaluation process. The Phase I selection process relates to the qualifications, experience and availability of the proposers and key members of the design-build team, including the lead designer and lead constructor. Only those Proposers short-listed during Phase I are authorized to proceed to Phase II of the RFP selection process, in which price and detailed technical proposals based on the approved Design Criteria Package (the "DCP") will be considered.

Under Phase I, the City received proposals in response to the RFP from the following five (5) firms:

- Bergeron Land Development, Inc.
- David Mancini & Sons, Inc.
- Lanzo Construction Company
- Ric-Man Construction, Inc.
- Ric-Man International, Inc.

On February 8, 2016, the City Manager appointed the Evaluation Committee via LTC # 060-2016. The Evaluation Committee (the "Committee") consisted of the following individuals:

- Carla Dixon, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Jose Rivas, Civil Engineer III, Public Works Department, Engineering Division, City of Miami Beach
- Luis Soto, Civil Engineer III, Public Works Department, Engineering

The following individuals were appointed as alternates:

- Roger Buell, Assistant City Engineer, Public Works Department, Engineering Division, City of Miami Beach
- Olga Sanchez, Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach

The Committee convened on February 17, 2016 to consider proposals received under Phase I. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the ranking of proposers as indicated below.

Request For Proposals (RFP) No. 2016-042-KB, For Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive May 18, 2016
Page 3

PHASE I

REQUEST FOR PROPOSALS (RFP) DESIGNBUILD SERVICES FOR STORMWATER PUMP STATION AT NORTHEAST CORNER OF CONVENTION CENTER DRIVE RFP NO. 2016-042-KB	Luis Soto	Ranking	Jose Rivas	Ranking	Carla Dixon	Ranking		LOW_ AGGREGATE_ TOTALS	Rank
Bergeron Land Development	83	2 ·	88	5	81	1		8	2
Ric-Man International Inc.	72	4	93	2	73	5		11	5
Lanzo Construction Co.	76	3	94	1	77	4	. 10 12 12	8	2
Ric-Man Construction Inc.	67	5	92	3	78	2		10	4
							XIX		
David Mancini and Sons Inc.	88	11	92	3	78	2		6	1

On February 26, 2016, after reviewing all the qualifications of each firm and having considered the Evaluation Committee's comments and rankings, the City Manager approved for all firms submitting proposals to be shortlisted for Phase II consideration, including: Bergeron Land Development, Inc., David Mancini & Sons, Inc., Lanzo Construction Company, Ric-Man Construction, Inc., and Ric-Man International, Inc.

RFP PROCESS - PHASE II

On March 23, 2016, the Procurement Department issued Phase II of the RFP process to the short-listed proposers. A pre-proposal conference to provide information to the short-listed proposers was held on March 5, 2016. On May 9, 2016, the City received proposals in response to Phase II of the RFP from the two short-listed proposers:

- Bergeron Land Development, Inc.
- David Mancini & Sons, Inc.
- Lanzo Construction Company
- Ric-Man Construction, Inc.
- Ric-Man International, Inc.

The Evaluation Committee, appointed by the City Manager via LTC # 060-2016, convened on May 10, 2016 to consider the technical proposals received under Phase II. Ms. Carla Dixon and Ms. Olga Sanchez the alternate were unable to attend. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services, a copy of each proposal, and engaged in a question and answer session with each proposer. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP for Phase II. The evaluation process resulted in the ranking of proposers as indicated below.

Request For Proposals (RFP) No. 2016-042-KB, For Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive June 8, 2016
Page 4

P	Н	Δ	S	F	Ш

PHASE II REQUEST FOR PROPOSALS (RFP) DESIGN/BUILD SERVICES FOR STORMWATER PUMP STATION AT NORTHEAST CORNER OF CONVENTION CENTER DRIVE RFP NO. 2016-042-KB	Luis Soto	Ranking	Jose Rivas	Ranking		LOW AGGREGATE TOTALS	Rank
Bergeron Land Development	97	2	92	2		4	1
Ric-Man International Inc.	83.17	5	80.17	5		10	5
Lanzo Construction Co.	97.1	1	91.1	3		4	1
Ric-Man Construction Inc.	90.73	4	85.73	4	15) 141	8	4
David Mancini and Sons Inc.	96.56	3	93.56	1		4	1
COST							
Proposer		um Cost					
Bergeron Land Development	 	,169.00	1				
Ric-Man International Inc.	\$7,196,427.70]				

MANAGER'S DUE DILIGENCE & RECOMMENDATION

Lanzo Construction Co.

Ric-Man Construction Inc.

David Mancini and Sons Inc.

As depicted in the table above, DMSI, Bergeron Land Development, and Lanzo Construction Co. were ranked as the top-ranked proposers by the evaluation committee. When the raw scores are considered, DMSI received a top-ranked raw score of 190.12; Bergeron received a raw score of 189; and, Lanzo received a raw score of 188.20. Notwithstanding, all three firms are well qualified to complete the work. Further, the pricing proposed by the three firms is relatively close with less than a 1% differential among the two firms submitting the lowest costs, Bergeron and DMSI. Therefore, after careful review of the results of the evaluation process and the proposals received pursuant to the RFP, I recommend awarding the agreement to DMSI for the following reasons:

\$5,679,850.00

\$6,568,155.00

\$5,398,019.00

- 1. DMSI received a top-ranked raw score of 190.12 in the Phase II evaluation process. Bergeron received a raw score of 189 and Lanzo received a raw score of 188.20.
- 2. DMSI has proposed a technical design that is in the best interest of the City. Where Bergeron has proposed a single wet well design, DMSI has proposed a double wet well design which provides redundancy to the design. Accordingly, DMSI design is in the best interest of the City.

For these reasons, I recommend award to DMSI. Should the Administration be unsuccessful in executing an agreement with DMSI, I recommend an award to Bergeron. Should the Administration be unsuccessful in executing an agreement with Bergeron, I recommend an award to Lanzo.

Request For Proposals (RFP) No. 2016-042-KB, For Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive May 18, 2016 Page 3

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager to award David Mancini and Sons, Inc., pursuant to Request for Proposals (RFP) No. 2016-042-KB for Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive in the amount of \$5,398,019; and authorize the Mayor and City Clerk to execute a Design Build Agreement with David Mancini and Sons, Inc.

JLM / MT / 6 / AD / KB

T:\AGENDA\2016\May\Procurement - May 18\RFP 2016-042-KB MBCC Pump Station\2016-042-KB RFP - Design Build Services for MBCC Pump Station (Phase II) - Memo.docx

RESOLUTION NO. 2016-	
RESOLUTION NO. 2016-	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO AWARD, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-042-KB, DESIGN/BUILD SERVICES FOR THE STORMWATER PUMP STATION AT THE NORTHEAST CORNER OF CONVENTION CENTER DRIVE, TO DAVID MANCINI AND SONS, INC. (DMSI), WITH THE GUARANTEED MAXIMUM PRICE (GMP) OF \$5,398,019.00; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DESIGN BUILD AGREEMENT WITH DMSI; WHICH AGREEMENT IS ATTACHED HERETO AS EXHIBIT 1.

WHEREAS, on December 16, 2016, the Mayor and City Commission authorized the issuance of RFP No. 2016-042-KB, For Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive (the "RFP"); and

WHEREAS, the RFP was released on December 18, 2015, with an opening date of December 18, 2016; and

WHEREAS, a voluntary pre-proposal conference to provide information to the proposers submitting a response was held on January 6, 2016; and

WHEREAS, the RFP provided for a two-step, phased evaluation process; and

WHEREAS, the Phase I selection process, related to the qualifications, experience and availability of the proposers and key members of the design-build team, including the lead designer and lead contractor; and

WHEREAS, only those proposers short-listed during Phase I were authorized to proceed to Phase II of the RFP, in which price and detailed technical proposals, based on the approved Design Criteria Package (the "DCP"), would be considered; and

WHEREAS, under Phase I, the City received proposals in response to the RFP from the following five (5) firms: Bergeron Land Development, Inc., David Mancini & Sons, Inc., Lanzo Construction Company, Ric-Man Construction, Inc., and Ric-Man International, Inc.; and

WHEREAS, on February 8, 2016, the City Manager appointed the Evaluation Committee via LTC # 060-2016. The Evaluation Committee (the "Committee"), which convened on February 17, 2016 to consider the proposals submitted under Phase I; and

WHEREAS, the Committee's rankings were as follows: 1) David Mancini and Sons Inc. ("DMSI"), top-ranked; 2) Lanzo Construction Co. ("Lanzo"), second ranked; 2) Bergeron Land Development, Inc. ("Bergeron"), second ranked; 4) Ric-Man Construction Inc. ("Ric-Man Construction"), fourth ranked; 5) Ric-Man International Inc. ("Ric-Man Int'I"), fifth ranked; and

WHEREAS, on February 26, 2016, after reviewing the proposals and the Evaluation Committee's scores and rankings, the City Manager exercised his due diligence and recommended, pursuant to Section 0400 (Proposal Evaluation) of the RFP, that all proposers may proceed to Phase II of the RFP evaluation process; and

WHEREAS, on February 26, 2016 the City Manager approved for Phase I of the evaluation process for all firms submitting proposals to be further considered in Phase II of the evaluation process; and

WHEREAS, on March 23, 2016, the Procurement Department issued Phase II of the RFP to the short-listed proposers; and

WHEREAS, on May 9, 2016, the City received proposals in response to Phase II of the RFP from the all short-listed proposers; and

WHEREAS, the Evaluation Committee, appointed by the City Manager via LTC # 060-2016, convened on May 10, 2016 to consider the technical proposals received under Phase II; and

WHEREAS, the Committee's rankings for Phase II were as follows:

- (1) DMSI; and
- (1) Bergeron; and
- (1) Lanzo; and
- (4) Ric-Man Construction; and
- (5) Ric-Man Int'l.

WHEREAS, as depicted in the table above, a three-way tie for first place ranking has resulted from the Phase II evaluation process between: DMSI, Bergeron and Lanzo; and

WHEREAS, the pricing proposed by the three firms is relatively close with less than a 1% differential among the two firms submitting the lowest costs, Bergeron and DMSI; and

WHEREAS, the Manager recommends award of the agreement to DMSI for the following reasons: (1) in addition to receiving the top ranking in Phase I, DMSI received the overall top-ranked raw score of 190.12 in the Phase II evaluation process, with Bergeron receiving a raw score of 189 and Lanzo receiving a raw score of 188.20; and (2) DMSI's proposal included a double wet well design that provides redundancy and is therefore more favorable to the City, compared to the single wet well design proposed by Bergeron; and

WHEREAS, should the Administration be unsuccessful in executing an agreement with DMSI, the Administration recommends an award to Bergeron and Lanzo, in that order, based on the overall raw scores received for the Phase II evaluation process.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager to award, pursuant to Request For Proposals (RFP) No. 2016-042-KB, Design/Build Services for the Stormwater Pump Station at the Northeast Corner of Convention Center Drive, to David Mancini And Sons, Inc. (DMSI), with the Guaranteed Maximum Price (GMP) of \$5,398,019.00; and further authorize the Mayor and City Clerk to execute a Design Build Agreement with DMSI; which Agreement is attached hereto as Exhibit 1.

PASSED AND ADOPTED this	day of	2016.
ATTEST:		
	Philip Levine, May	or
Rafael Granado, City Clerk		
	F	APPROVED AS TO DRM & LANGUAGE
	3	al Civil 5 [25 [1]
	City	Attomey
T:\AGENDA\2016\June\Procurement\RFP 2016-042-KB N Pump Station (Phase II)- Reso v2.docx	fBCC Pump Station\2016-042-k	(B RFP - Design Build Services for MBCC

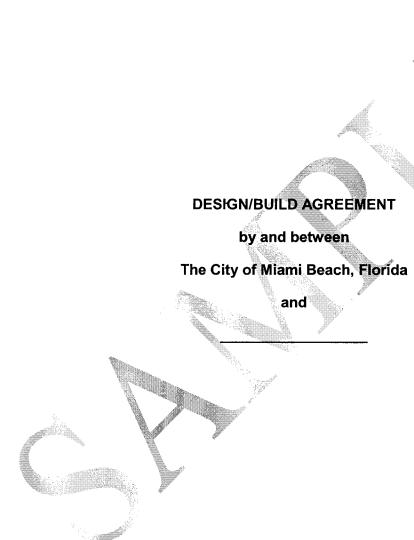


TABLE OF CONTENTS

				_
ARTICLE I				
CERTAIN DEFINITIONS AND INTERPRETATION OF CONTRACT DOCUMENTS				
ARTICLE 2				
INTENTION OF THE CITY AND PRIORITY OF CONTRACT DOCUMENTS				
ARTICLE 3				
DESIGN/BUILDER'S DUTIES AND RESPONSIBILITIES				
ARTICLE 4				
CITY'S DUTIES AND RESPONSIBILITIES			•••••	32
ARTICLE 5				
EMPLOYMENT CONDITIONS			•••••	35
ARTICLE 6		·····	•••••	36
PROJECT SCHEDULE AND BREAKDOWN OF PROJECT COSTS				3 ซ
ARTICLE 7				47
DESIGN/BUILDER'S COMPENSATION				
ARTICLE 8				
APPLICATIONS FOR PAYMENT				
ARTICLE 9				56
PROTECTION OF PERSONS AND PROPERTY				
ARTICLE 10		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		59
BONDS AND INSURANCE				59
ARTICLE 11				59
CHANGES IN THE WORK	<i></i>			59
ARTICLE 12				63
NO DAMAGES FOR DELAY; EXTENSIONS TO THE CONTRACT TIME				63
ARTICLE 13				67
CORRECTION OF WORK				67
ARTICLE 14				
INDEMNIFICATION				
ARTICLE 15				
CLAIMS, DISPUTE AVOIDANCE AND RESOLUTION				
ARTICLE 16				-
TERMINATION				
ARTICLE 17				
SEPARATE CONTRACTS				
ARTICLE 18				79
GUARANTEES AND WARRANTIES				
ARTICLE 19				
PRODUCT REQUIREMENTS/SUBSTITUTIONS				
ARTICLE 20				
PUBLIC INFORMATION				
ARTICLE 21				
QUALITY CONTROL/QUALITY ASSURANCE				
ARTICLE 22				
ADDITIONAL TERMS & CONDITIONS				
APPENDIX A				
PROJECT DESCRIPTION AND PROJECT SITE				
APPENDIX B				
LIST OF REPORTS AND PROJECT PLANS				
APPENDIX C				
FORM OF FINAL CERTIFICATE OF PAYMENT				
APPENDIX D				
AFFENDIA D				೨೮

PROJECT SCHEDULE	98
QUALITY CONTROL/QUALITY ASSURANCE	99
APPENDIX F	
APPENDIX G	
DESIGN/BUILDER'S INSURANCE AND BONDING REQUIREMENTS	107
APPENDIX I	
FORM OF PERFORMANCE BOND AND PAYMENT BOND	112
CHANGE ORDER FORM / SUBSTANTIAL COMPLETION FORM	117



DESIGN/BUILD AGREEMENT

THIS DESIGN/BUILD AGREEMENT (this "Agreement") is made as of this day of, 2015 by and between the City of Miami Beach, Florida, a municipal corporation existing under the laws of the State of Florida (the "City"), and, a, a
corporation (the "Design/Builder") (sometimes individually referred to as a "Party" and collectively referred to herein as the "Parties").
RECITALS
WHEREAS, the City wishes to develop, design and construct the Project (as hereinafter defined) on a certain parcel of land located in the City, which parcel of land is more particularly described in Appendix "A" attached hereto (the "Project Site"); and

WHEREAS, pursuant to a Request for Proposals RFP No. ______ (the "RFP"), the City requested that qualified firms submit proposals to provide all services necessary and appropriate to design, construct, equip and deliver the Project in accordance with the terms and conditions of the Contract Documents (as hereinafter defined); and

WHEREAS, the City has selected the Design/Builder to perform design, construction and other services in accordance with this Agreement and the other Contract Documents (as defined in Section 1.1 below) for the total lump sum amount of ______ Dollars (\$X), as determined pursuant to Article 7 hereto (the "Contract Price"); and

WHEREAS, the Design/Builder shall either directly or through Subcontractors (as defined herein) perform the services required under this Agreement and the other Contract Documents: and

WHEREAS, the Design/Builder is ready, willing and able to perform its respective services in accordance with the terms and conditions of the Contract Documents as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I CERTAIN DEFINITIONS AND INTERPRETATION OF CONTRACT DOCUMENTS

- **1.1. Definitions.** The definitions included in this Section are not exhaustive of all definitions used in this Agreement. Additional terms may be defined in other Contract Documents. The following terms shall have the meanings specified herein unless otherwise stated herein:
- "<u>Amendment</u>" means a written modification to the Contract Documents, including any Change Orders signed by the City and the Design/Builder and Construction Change Directives.
- "<u>Applicable Laws</u>" means all laws, codes (including, but not limited to, building codes), ordinances, rules, regulations, lawful orders and decrees of governmental authorities having jurisdiction over the Project, the Project Site or the Parties.

"Consultant" means _____, who shall be a qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the design professional has been engaged by Design/Builder and who will perform (or cause to be performed through Design Subconsultants acceptable to the City) all architectural, design and engineering services required under this Agreement and will serve as the "architect of record" and/or "engineer of record" for the Project. The Consultant shall not be replaced by any other entity, except as otherwise permitted in this Agreement. Further, any Design Subconsultant that may perform services on behalf of the Consultant shall be a qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the Design Subconsultant has been engaged by Design/Builder and/or Consultant to perform professional design services in connection with the Project. The Design/Builder shall be ultimately responsible for ensuring the Consultant's and all Design Subconsultants' compliance with the requirements of this Section and any other provision of the Agreement and other Contract Documents. No Design Subconsultant shall be replaced, nor will additional entities be added as Design Subconsultants, without the prior written consent of the Contract Administrator or City Manager. The Design/Builder shall, upon the request of the City, submit to the City such documentation and information as the City reasonably requests to evidence the creation, standing, ownership and professional licensure of the Consultant (and Design Subconsultants), including organizational documents, operating agreements and professional licensure documentation. However, the City's failure to request such documentation or evidence and/or failure to enforce in any way the terms and provisions of this Section, the Agreement and/or any other Contract Documents during the Project does not excuse, waive and/or condone in any way any noncompliance of the requirements set forth therein including, without limitation, the professional licensure requirements.

"Change Order" means a written document ordering a change in the Contract Price and/or Contract Time or a material change in the Work (as defined herein). A Change Order must comply with the requirements of the Contract Documents.

"City" or "Owner" shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139. In all respects hereunder, City's obligations and performance is pursuant to City's position as the owner of the Project acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body including, but not limited to, its regulatory authority for code inspections and issuance of Building Department permits, Public Works Department permits, or other applicable permits within its jurisdiction, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a Party to this Agreement.

"City Commission" shall mean the governing and legislative body of the City.

"City's Contingency" means that separate fund established for the Project, which is available for City's use at its sole discretion to defray additional expenses relative to design and construction of the Project, as well as additional expenses expressly chargeable to the City pursuant to the Contract Documents. The Design/Builder has no right or entitlement whatsoever to the City's Contingency, and use of such funds are subject to the Contract Administrator's and/or City Manager's prior written approval and issuance of a Change Order by

the City at its sole and absolute discretion. Any unused amounts in City's Contingency remaining at the completion of the Project shall accrue solely to the City.

"City Manager" shall mean the Chief Administrative Officer of the City. The City Manager shall be construed to include any duly authorized representatives designated in writing (including the Contract Administrator) with respect to any specific matter(s) concerning the Project and/or the Contract Documents (exclusive of those authorizations reserved to the City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Project and/or the Contract Documents).

"Claim" shall mean a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of the Contract Documents, payment of money, extension of time or other relief with respect to the Contract Documents and/or Project. The term "Claim" also includes other disputes and matters in question between the City and Design/Builder arising out of or relating to the Contract Documents. Claims must be initiated by written notice. The responsibility for substantiating Claims shall rest with the Party making the Claim. All Claims submitted by Design/Builder must comply with the requirements of the False Claims Ordinance, Sections 70-300 et seq., of the City Code or shall be forfeited in accordance with the terms of the False Claims Ordinance and conclusively waived and released.

"Construction Change Directive" means a written order issued by the Contract Administrator or Project Coordinator which orders minor changes in the Work, but which does not involve an alteration in the Contract Price or Contract Time.

"Construction Documents" means those documents prepared by (or on behalf of) the Design/Builder which are actually used to construct the Project, including technical and other drawings, Shop Drawings, schedules, diagrams, and specifications, setting forth in detail the requirements for the construction of the Project. The Construction Documents shall set forth in full all details necessary to complete the construction of the Project in accordance with the Contract Documents. Construction Documents shall not be part of the Agreement, nor shall they constitute Contract Documents, until (a) the Design/Builder has submitted completed Construction Documents to the City and (b) they have been reviewed and approved by the City and any agencies having jurisdiction in accordance with the procedures as otherwise provided by the Contract Documents. However, approval by the City shall not in any way be construed, interpreted and/or deemed to constitute a waiver or excuse Design/Builder's obligations to ensure the Construction Documents are constructible, in compliance with all Applicable Laws and in accordance with the Contract Documents.

"Construction Phase" means that period set forth in the Project Schedule beginning on the effective date as set forth in a Notice to Proceed delivered by the City to the Design/Builder (NTP2), directing the Design/Builder to proceed with the construction activities necessary to complete the Project and ending on the date of Final Completion of the Project. The City shall issue the NTP2 in accordance with the Contract Documents provided Design/Builder has satisfied all requirements of the Contract Documents. However, the City is not obligated to immediately issue NTP2 on the date Design/Builder obtains all requisite permits and/or satisfies the specified conditions precedent for issuance of NTP2. The date of issuance of NTP2 shall be determined at the City's sole discretion once Design/Builder has obtained all required permits and otherwise satisfied all conditions precedent to issuance of NTP2. The Construction Phase shall include the period required to complete the Construction Documents following the issuance of NTP2, to the extent such documents remain incomplete.

- "Construction Superintendent" means the Design/Builder's representative who shall be responsible for continuous field supervision, coordination, and completion of the Work, and who shall maintain a full-time on-site, physical presence at the Project Site. The Construction Superintendent is responsible for management of the Project Site and tasks including, but not limited to, organization and coordination of the Work of Subcontractor employees, keeping cost records on Work performed and materials supplied, controlling of costs in materials and wages; exercising control over rate of construction progress to assure completion of the Project within the Project Schedule; inspecting or observing the Work to enforce conformity to the Contract Documents; and supervising trades, subcontractors, clerical staff, and other personnel employed in the construction of the Project.
- "Contract Administrator" means the City's Capital Improvement Projects "CIP") Office Director or any other City department charged with administering the Project, or his or her designee.
- "Contract Documents" means this Agreement (including all of the Appendices and Schedules attached hereto), completed Construction Documents, completed Design Documents (as defined herein), and any Amendments to any of the foregoing.
- "Contract Price" means the lump-sum amount established in the Contract Documents as the total amount the City is obligated to pay for full and complete performance of all of the Work required by the Contract Documents including, but not limited to, all labor, equipment and materials to design, administer, coordinate, provide related certifications, install and otherwise construct and complete the Project within the Contract Time.
- "CIP Inspector/PWD Field Observer" means a City employee charged with observing and documenting, for internal City purposes only, general observations and conditions of the Project including, without limitation, the weather conditions, the number of workers present at the time of observation, general type of work being performed and taking photographs regarding same. Design/Builder expressly waives any right to assert as a defense to any claim regarding the Project including, without limitation, any dispute between the City and Design/Builder, and Design/Builder and any third party, the presence or purported approval or consent of any CIP Inspector or other City employee conducting any field observations during the Project. The Design/Builder expressly acknowledges that the purpose of such City employee is to observe and document for internal purposes only general observations and conditions of the Project, and in no way is intended to, nor shall be treated as, a person with authority to approve or reject the Work on behalf of the City or any other entity, or to direct the Design/Builder's Work in any way. Design/Builder expressly agrees to waive the presence of such CIP Inspector or other City employee performing field observations as a defense to any Claims involving the Project.
- "Contract Time" means the number of days allowed for completion of all Work, as stipulated in the Contract Documents, and as may be amended by Change Order.
- "<u>Days</u>" and/or all references to numbers of days in the Contract Documents, shall be construed to mean calendar days, unless specifically noted otherwise. The term "business days" means a day other than a Saturday, Sunday, Federal holiday or any day on which the principal commercial banks located in Miami, Florida are not open for business during normal hours.
- "DCP" or "Design Criteria Package" shall mean those certain conceptual plans and specifications and performance oriented drawings or specifications of the Project, as prepared

and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

"<u>Design/Builder</u>" means _____ and its successors and assigns, and is the entity selected to design and construct the Project pursuant to the Contract Documents, and is the entity which is responsible for compliance by all Consultants, Design Subconsultants and Subcontractors with the Contract Documents and shall be liable for the acceptable performance of the Work and payment of all debts pertaining to the Work.

"Design Criteria Professional" shall mean the individual or entity /which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or retained by the City to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes, and in connection with the preparation of the DCP; who shall review and provide recommendations regarding the Construction Documents prepared by the Design/Builder; and evaluate compliance of Project construction with the DCP. For this Project, the Design Criteria Professional is the

"Design Documents" means all plans, drawings specifications, schematics and all other documents which set forth in full the design of the Project and fix and describe in detail the size, configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents including, without limitation, all architectural and engineering elements as may be appropriate. Design Documents shall not be part of the Agreement, nor shall they constitute Contract Documents, until (a) the Design/Builder has submitted completed Design Documents to the City and (b) they have been reviewed and approved by the City and agencies having jurisdiction in accordance with the procedures as provided by the Contract Documents. However, approval by the City shall not in any way be construed, interpreted and/or deemed to constitute a waiver or excuse Design/Builder's obligations to ensure the Construction Documents are constructible, in compliance with all Applicable Laws and in accordance with the Contract Documents.

"Design Phase" means that period beginning with the City's issuance of a Notice to Proceed for the Design Phase (NTP1), which notice shall be deemed issued by the City upon the complete execution of this Agreement during which phase the Design/Builder shall cause the Consultant to prepare the Design Documents and Construction Documents in accordance with the Contract Documents. If necessary, City may authorize certain construction Work or portions thereof to commence during the Design Phase in one or more Notices to Proceed (i.e. NTP 2-A, 2-B, etc.), at City's sole discretion, provided Design/Builder obtains all necessary permits that may be required in advance thereof and satisfies all requirements of the Contract Documents.

"Design Subconsultant" means any Subcontractor (including, but not limited to, the Consultant) who provides architectural, design, engineering or similar professional services, including the preparation of Shop Drawings, or any services incidental thereto for any part of the Work. The Design Subconsultant shall be a qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the design professional has been engaged by Design/Builder and/or its Consultant to perform professional design services in connection with the Project. No Design Subconsultant shall be replaced, nor will additional entities be added as Design Subconsultants, without the prior written consent of the Contract Administrator or City

Manager. The Design/Builder shall be ultimately responsible for ensuring all Design Subconsultants' compliance with the requirements of this Section and any other provision of the Agreement and other Contract Documents. The Design/Builder shall, upon the request of the City, submit to the City such documentation and information as the City reasonably requests to evidence the creation, standing, ownership and professional licensure of the Design Subconsultants, including organizational documents, operating agreements and professional licensure documentation. However, the City's failure to request such documentation or evidence and/or failure to enforce in any way the terms and provisions of this Section, the Agreement and/or any other Contract Documents during the Project does not excuse, waive and/or condone in any way any noncompliance with the requirements set forth therein including, without limitation, the professional licensure requirements.

"<u>Effective Date of this Agreement</u>" means the date this Agreement is fully executed by the Parties and attested to by the City Clerk.

"Final Completion" means the date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided have been received by City; and the Work has been fully completed in accordance with the Contract Documents.

"General Conditions" means the direct and indirect costs and expenses for facilities or performance of Work by the Design/Builder for items which do not lend themselves readily to inclusion in a separate trade subcontract and which shall be included within the Contract Price, including, without limitation: (i) wages, salaries, benefits and costs for onsite and local office Project management staff, supervisory and other technical, administrative and clerical Project personnel engaged in supervision and management of the Work on the Project Site, including the Project Manager, Construction Superintendent, structural superintendent, assistant superintendent, shop drawing checker, secretary, layout foreman, consultants, estimators, cost controllers, accountants, office administrative personnel, time keepers, clerks, safety director, safety coordinator, safety labor, overall project schedule preparation, CPM scheduling and scheduler costs, cost of periodic site visits for supervisory, inspection, oversight, or management of the Project by specific "home office" personnel previously approved in writing by the City; (ii) field/onsite construction offices and supplies including transportation and set-up of onsite construction office trailers, construction of ramps and stairs for onsite construction office, interior build-out of onsite construction office, onsite construction office trailer rental, first aid supplies, reproduction services, monthly office supplies, Project reference manuals, field office postage, field office furniture, onsite construction office computer system and software, installation and equipment of field computer ISDN line, monthly cost for field ISDN/computer line, onsite construction office photocopier rental and supplies, plan printing (other than revisions) or document reproduction used for bidding or information purposes required by the Contract Documents, long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Design/Builder's jobsite office if incurred at the Project Site and directly and solely in support of the Work, Project Site photographs, field office express mail/courier charges, miscellaneous onsite construction office supplies, safety material and equipment, small tools, equipment or machinery, miscellaneous hand tool rental equipment (other than that of the subcontractors), hand tool purchase, hand tool repair, hand tool rental, job radios, jobsite cleaning labor and material, trash containers, final exterior and interior cleaning materials and labor other than subcontractors, miscellaneous cutting and patching, traffic control, off duty police officer(s), alarm system and monitoring for trailers; (iii) surveys, measurements and layout work reasonably required to

perform the Work; (iv) retention/storage of Project records; (v) off-site secure storage space or facilities approved in advance by the City; (vi) miscellaneous expendable items, extended jobsite General Conditions, interest on monies retained by the City, escalated costs of materials and labor, home office expenses or any cost incurred that may be allocated from offices of the Design/Builder or any of its Subcontractors; and (vii) any other items typically categorized in the construction industry as "general conditions" expenses.

- "<u>Milestone</u>" means an element or elements of the Work which must be completed within a specified period of time as described in the Contract Documents or Project Schedule, and shall include the specific Milestones set forth in Appendix "D," if any, and further delineated in the Project Schedule.
- "Notice to Proceed" or "NTP" means a written letter or directive issued by the Contract Administrator to Design/Builder to commence and proceed with portions of the Work as specified therein or a specific task of the Project, and stating any further limitations on the extent to which Design/Builder may commence and proceed with the Work. Unless otherwise approved by the City at its sole discretion, City's issuance of a Notice to Proceed for the Construction Phase ("NTP2") or portions thereof shall be contingent upon Design/Builder's obtaining all appropriate permits and satisfying all requirements of agencies having jurisdiction. However, the City is not obligated to immediately issue NTP2 on the date Design/Builder obtains all requisite permits and/or satisfies the specified conditions precedent for issuance of NTP2. The date of issuance of NTP2 shall be determined at the City's sole discretion once Design/Builder has obtained all required permits and otherwise satisfied all conditions precedent to issuance of NTP2.
- "<u>Notice to Proceed Date</u>" means the date on which the Notice to Proceed is issued to Design/Builder, or the date stated in the Notice to Proceed as being the Notice to Proceed Date, whichever is latest.
- "Parties" means City and Design/Builder, and "Party" is a reference to either City or Design/Builder, as the context may indicate or require.
- "Project" consists of, but is not limited to, the following improvements, all as more fully set forth and described in the Design Criteria Package attached hereto as Appendix H, and as is contemplated thereby or reasonably inferable therefrom, as described in Appendix A hereto.
- "Project Coordinator" means the City employee designated in writing by the City Manager or Contract Administrator, who shall be the City's authorized representative to coordinate and facilitate (on behalf of the City in its proprietary capacity as "Owner") all matters related to the Project.
- "Project Manager" means the authorized individual or firm which is the representative of Design/Builder and who will administer and manage the prosecution of all Work on behalf of the Design/Builder.
- "Project Schedule" or "Schedule" means the City-approved and accepted detailed master schedule that Design/Builder develops and maintains for the Project, utilizing the latest version of Primavera software and in accordance with the specifications and other Contract Documents, and which includes the schedule for achieving the various Milestones, the phasing and performance of all aspects of the Work including, but not limited to, design, construction, construction engineering and observation services, testing, project closeout, warranty, City

occupancy dates and all required updates to all of the foregoing, subject to the approval of the City as may be amended pursuant to a Change Order. At the request of the City, the Design/Builder shall provide any additional information or further detailed breakdown as to components of the Work in the Project Schedule.

"Project Site" shall have the meaning ascribed to it in the Recitals.

"Punch list" means the list or lists prepared by the Consultant, incorporating input provided by the City and/or RPR, identifying matters that remain to be completed to achieve Substantial Completion and to be completed between achievement of Substantial Completion and Final Completion in order that Substantial Completion and Final Completion can be declared by City to have occurred.

"Resident Project Representative" or "RPR" shall have the meaning and duties ascribed to it in Section 4.7 hereof.

"RFP Proposal Submission" means the response to the RFP submitted by the Design/Builder during the selection process attached hereto as Exhibit ___, including its qualifications and experience and entity and of its key personnel to be assigned to the Project, and including other relevant items describing the Design/Builder's capabilities and proposed approach to the Project. The RFP Proposal Submission is included for reference purposes only and shall not be incorporated as part of this Agreement, except with respect to Design/Builder's representations regarding the qualifications and experience of Design/Builder and its key personnel, its commitment to provide the key personnel listed therein, and its capability to perform and deliver the Project in accordance with the Contract Documents and consistent with the all representations made therein.

"Schedule of Values" means a written schedule setting forth the detailed and itemized cost breakdown, inclusive of labor, material, general conditions costs, and taxes of all elements comprising the Contract Price.

"Shop Drawings" means drawings, diagrams and schedules, and other data specifically prepared by the Design/Builder or its Subcontractors, sub-Subcontractors, manufacturers, suppliers or distributors to illustrate some portion of the Work.

"Subcontractor" means any person or entity with whom the Design/Builder contracts to perform any part of the Work or to supply any labor and/or materials in relation to the Work. In addition, the term Subcontractor shall apply to subcontractors of any tier and suppliers and materialmen employed on or for the Project pursuant to a subcontract with a Subcontractor or lower-tier subcontractor.

"Substantial Completion" shall be deemed to have occurred when the Work, as certified in writing by the Consultant, and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or improperly completed Work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance of a Certificate of Substantial

Completion by the Consultant; and (3) acceptance of such Certificate of Substantial Completion by the City pursuant to Section 6.11 herein.

"Substantial Completion Date" means the date on which Substantial Completion of the Work is declared by City to have occurred.

"<u>Surety</u>" means the company which is bound by the performance bond and payment bonds with and for Design/Builder who is primarily liable and which surety company is responsible for Design/Builder's acceptable performance of the Work under the Contract Documents and for the payment of all debts pertaining thereto in accordance with Section 255.05. Florida Statutes.

"<u>Vendor</u>" or "<u>Supplier</u>" means any person who supplies machinery, equipment, materials, consumables, support services, utilities, etc. to Construction Manager or to any Subcontractor in connection with the performance of Construction Manager's obligations under the Contract, but who does not perform labor at the Project Site other than delivery.

"Work" means the design and construction of the Project as set forth in the Contract Documents including, without limitation, all design, architectural, engineering and other professional services, permitting services, demolition and construction services, testing and inspection services, supervision, administration and coordination services and the provision of all drawings, specifications, labor, materials, equipment, supplies, tools, machinery, utilities, fabrication, transportation, insurance, bonds, permits and conditions thereof, zoning approvals, building code changes and government approvals, licenses, tests, quality assurance and/or quality control inspections and related certifications, surveys, studies, and other items, work and services that are necessary or appropriate for the total design, construction, installation, furnishing, equipping, and functioning of the Project, together with all additional, collateral and incidental items, and work and services required for delivery of a completed, fully functional and functioning Project as set forth in the Contract Documents. The Work also includes training in the use and operation of the completed Project (and components thereof) and completion of any and all off-site work and improvements that are reasonably required in order for the Design/Builder to complete the Work (including, without limitation, off-site work which is not specifically identified in the DCP, but is reasonably inferable therefrom).

- **1.2.** As used in the Contract Documents, (i) the singular shall include the plural, and the masculine shall include the feminine and neutral, as the context requires; (ii) "includes" or "including" shall mean "including, but not limited to" and "including, without limitation;" and (iii) all definitions of agreements shall include all amendments thereto in effect from time to time.
- **1.3.** Whenever it shall be provided in this Agreement that the Design/Builder is required to perform a service or obligation "at its sole cost and expense" or words of substantially similar meaning, the Design/Builder shall not be entitled to reimbursement for such item and the cost of such service or obligation shall not be included in any Application for Payment.
- **1.4.** Contract Documents shall be construed in a harmonious manner, whenever possible. The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Design/Builder.
- 1.5. The Contract Documents shall be taken as a whole and are complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all, so that any part of the Work shown or described in any of the Contract Documents, though not specifically referred to in other Contract Documents, shall be executed by Design/Builder and

binding as a part of the Contract Documents, as well as any Work which, in the sole opinion of City, may be fairly inferred from the Contract Documents or by normal industry practice.

- **1.6.** Detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detailed plans which may be prepared or approved by City after the execution of the Agreement and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the Contract Price or Project Schedule. With respect to conflicts between large-scale drawings and small-scale drawings, the larger scale drawing shall govern, unless otherwise dictated by Consultant.
- 1.7. Where compliance with two or more requirements is indicated in any of the enumerated Contract Documents and where these requirements within the Contract Documents conflict in quantity or quality, the Design/Builder shall comply with the most stringent requirement as determined by the City, unless specifically indicated otherwise in the Contract Documents.
- **1.8.** As used in the Contract Documents, unless specifically indicated otherwise, references to an Article include all Sections, Subsections, and items within that Article; references to a Section include all Subsections and items within that Section; and references to a Subsection include all items within that Subsection.
- **1.9.** Words which have a well-known technical or trade meaning are used herein in accordance with such recognized or well-known meaning, unless this Agreement otherwise specifically defines such word.
- **1.10.** The Recitals, Appendices, Exhibits and Schedules attached hereto are expressly incorporated in and made a part of this Agreement as if fully set forth herein.

ARTICLE 2 INTENTION OF THE CITY AND PRIORITY OF CONTRACT DOCUMENTS

Intent. The DCP set forth herein and attached as Appendix H is comprised of documents that indicate the general scope and character of the Work in terms of all applicable architectural and engineering elements. However, the DCP does not indicate or describe all of the work required for full performance and completion of the Project. The sizes, quantities, areas and configurations of the Work, to the extent they appear in the DCP, are all subject to refinement, detail and modification during the Design Phase as part of the Work. During the Design Phase, the Design/Builder will, as part of the Work, develop, refine, detail and modify the design encompassed within the documents as set forth in the DCP as necessary to provide the City with a fully functional and functioning Project within the scope and intent of the Contract Documents and within the Contract Price and the Project Schedule. The Design/Builder shall include all such refinements, details and modifications in the Design Documents and Construction Documents. The Design/Builder expressly understands and acknowledges that the DCP is not intended to be treated as fully constructible, code compliant Construction Documents and that Design/Builder shall ensure that its refinements, details and modifications shall include any and all components necessary to comply with all Applicable Laws, regulations. ordinances and codes. is the intent of the Contract Documents that the Design/Builder shall provide all items and services necessary for the proper design, construction, execution and completion of the fully equipped and functional Project in accordance with the Contract

Documents, including any and all such necessary items and services consistent with, contemplated by, and reasonably inferable from the Contract Documents, whether or not such items and services are specifically mentioned therein. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all.

- **2.2.** <u>Priority of Contract Documents</u>. In the event of conflict or inconsistency among the Contract Documents, the following order of precedence shall govern the interpretation of the Contract Documents:
- a. Amendments to this Agreement (excluding the Design Documents and the Construction Documents);
- b. This Agreement and all Appendices attached hereto (excluding the Design Documents and the Construction Documents);
- c. Modifications or changes to the completed Construction Documents, as approved by the City;
 - d. The completed Construction Documents, as approved by the City;
- e. Modifications or changes to the completed Design Documents, as approved by the City;
 - f. The completed Design Documents, as approved by the City;
 - g. The DCP and related documents as set forth in Appendix "H;" and
 - h. The RFP.

In the event of any conflict between the Agreement, as amended, and Division 1 of the Project Specifications, the provisions of the Agreement (or Amendment thereto) shall take precedence and control.

ARTICLE 3 <u>DESIGN/BUILDER'S DUTIES AND RESPONSIBILITIES</u>

3.1. Performance of Work. The Design/Builder covenants and warrants that it shall be responsible for performing and completing, and for causing all Consultants, Design Subonsultants and Subcontractors to perform and complete, the Work in accordance with the Contract Documents and all Applicable Laws relating to the Project Site and/or the Work, shall be responsible for completing the Project, shall achieve Substantial Completion by the Substantial Completion Date, as such date may be extended pursuant to the terms of this Agreement, and shall achieve Final Completion of the Project by the date established therefore in the Certificate of Substantial Completion, as such date may be extended pursuant to the terms of this Agreement. The Design/Builder shall provide all requested services according to the capabilities reflected in its RFP Proposal Submission. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Unless otherwise provided in this Agreement, or as agreed to in writing between City and Design/Builder, the form and content of all systems, reports, forms and regular submittals by Design/Builder to City shall be subject to prior approval of the City, and Design/Builder shall submit such materials to the City for City's approval prior to

implementation. City's approval thereof shall not limit City's right to thereafter require reasonable changes or additions to approved systems, reports, forms and regular submittals by Design/Builder to City.

- 3.2. <u>Scope</u>. Design/Builder hereby agrees to complete the Project generally described by the DCP, including furnishing all preliminary study designs, drawings and specifications, job site inspection, administration of construction, engineering, architecture, landscape architecture, and land surveying services, labor, materials, equipment and other services necessary to perform, furnish and deliver all of the Work in strict and entire conformity with the Contract Documents, and in a satisfactory and workmanlike manner, within the Contract Time and for the Contract Price.
- 3.3. Professional Standard. The Work shall be performed in accordance with the professional standards applicable to projects, buildings, or work of complexity, quality and scope comparable to the Work and the Project, and shall be performed by the Design/Builder, Consultant, Design Subconsultants, Subcontractors and specific personnel referred to in the RFP Proposal Submission or elsewhere in the Contract Documents in accordance with their respective degrees of participation provided and represented to the City by the Design/Builder from time to time. The Design/Builder agrees that a Subcontractor shall not be replaced unless a substitute entity approved by the City is retained by the Design/Builder. The Design/Builder may add a Subcontractor as it deems necessary or appropriate in order to carry out its obligations under the Contract Documents, provided such entity shall be suitably qualified and shall be subject to the prior approval of the City. Nothing contained in this Agreement shall be construed to create any obligation or contractual liability running from the City to any such persons or entities, including to any Subcontractors.
- **3.4.** Independent Contractor. Design/Builder is an independent contractor and is not an agent or employee of City or agent in performing the Work. Except as otherwise provided herein, Design/Builder shall maintain complete control over its own employees, agents and operations and those of its Consultant, Design Subconsultants, Subcontractors, Vendors and their respective employees and agents. Design/Builder hereby accepts complete responsibility as a principal for its agents, Consultant, Design Subconsultants, Subcontractors, Vendors, Suppliers, their respective employees, agents and persons acting for or on their behalf, and all others it hires to perform or assist in performing the Work.

3.5. Design Documents and Construction Documents.

a. Based upon the DCP, the other documents set forth in Appendix "H", and the other Contract Documents and all other information furnished by the City, upon receipt of the NTP1, the Design/Builder shall cause the Consultant (and any Design Subconsultants retained by the Consultant, if any) to prepare and submit Design Documents and Construction Documents to the City for the City's review and approval. The Design/Builder specifically acknowledges and agrees that (i) the Design Documents shall be consistent with, and develop in detail, the intent and scope of the DCP; and (ii) the Construction Documents shall, in turn, be consistent with and develop in detail the intent and scope of the approved Design Documents. The Construction Documents shall include all drawings and specifications as are necessary to obtain required permits and regulatory approvals, shall provide information customarily necessary for the use of such documents by those in the building trades, and shall include all documents required for the complete and final construction of the Project, other than such detail as is customarily developed in Shop Drawings and otherwise during construction.

- b. The City's review and approval of the Design Documents and Construction Documents shall be conducted in accordance with the procedures set forth in the Contract Documents. Such review and approval shall not relieve the Design/Builder, Consultant, Design Subconsultants, or the Subcontractors from any of its or their responsibilities or liabilities under this Agreement, or be deemed to be an approval or waiver by the City of any deviation from, or of the Design/Builder's failure to comply with, any provision or requirement of the Contract Documents unless such deviation or failure has been specifically identified by the Design/Builder in writing and approved by the City in an Amendment to the Agreement. Notwithstanding any provision herein to the contrary, the Design/Builder agrees and recognizes that the City, in reviewing, approving or rejecting any submissions by the Design/Builder or other actions of the Design/Builder, in no way assumes or shares any responsibility or liability of the Design/Builder or its Consultants, Design Subconsultants, and/or Subcontractors.
- c. Design/Builder acknowledges and understands that the City selected the design/build method of project delivery in order to obtain the advantages associated with having the builder participate in the design process. Accordingly, throughout the Design Phase, the Design/Builder shall continually provide value engineering services, all of which services shall be performed to assist the City in reducing design, construction, operation and maintenance costs with respect to the Project while maintaining or enhancing the Project's quality, efficiency, integrity, artistic content, functional performance and aesthetics. Particular attention shall be given to possible economies and identification of options which would maximize the benefits the City would derive upon completion of the Work.
- d. Any value engineering proposal submitted by the Design/Builder shall include, without limitation, the following: (i) a detailed description of the difference between the requirements of the Contract Documents (including the DCP) and the proposed changes and comparative advantages and disadvantages of each; (ii) itemization of aspects of the Contract Documents (including the DCP) affected by enactment of the value engineering proposal; (iii) a declaration that the proposed changes meet all applicable codes and laws and will be acceptable to all agencies having jurisdiction; (iv) impact of the proposal upon both the Contract Price and Project Schedule; (v) other information reasonably necessary to fully evaluate the value engineering proposal; and (vi) the date by which the City must accept the value engineering proposal in order for the Design/Builder's cost and time estimates to remain valid. The Design/Builder shall proceed with the performance of the Work as required by the Contract Documents and shall not implement any value engineering or other recommendations unless such recommendations are accepted by the City in writing in a Change Order or Construction Change Directive.
- e. The Parties hereby acknowledge and agree that Design Criteria Professional will be acting as the City's design consultant throughout the performance of the Work and Design Criteria Professional pursuant to Section 287.055 of the Florida Statutes. In connection therewith, the Design/Builder acknowledges that Design Criteria Professional will not be the architect or engineer of record for the Project and will not be responsible for the preparation, adequacy or contents of the Design Documents and Construction Documents or for the performance of the Work. Further, nothing herein shall be construed as assigning Design Criteria Professional the responsibility for, or to control, direct or supervise construction, or construction means, methods, techniques, sequences or procedures or safety measures or programs.

3.6. Permits and Compliance With All Applicable Laws.

- The Design/Builder shall comply, and shall cause its Consultant, Design a. Subconsultants and Subcontractors to comply, with all existing and future Applicable Laws relating to the Project Site, the Project and the prosecution of the Work; shall obtain all requisite local, State and Federal licenses to perform the Work including, without limitation, all professional licenses mandated by the State of Florida to perform the design and construction services which comprise the scope of Work on the Project; shall timely prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the Work, the Project Site and/or the Project; and shall secure and pay for all building and other permits (and conditions or requirements thereof) and governmental fees, licenses, approvals, temporary Certificates of Occupancy or Certificates of Completion (and conditions or requirements thereof), Certificates of Occupancy or completion and inspections necessary for the proper execution of the Work and completion of the Project. The Design/Builder shall be responsible for providing all logs, inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by Applicable Laws and/or permits including, without limitation, those relating to National Pollutant Discharge Elimination Systems (NPDES) requirements.
- The Contract Price includes the cost of compliance with all Applicable Laws in effect as of the Effective Date of this Agreement in order to carry out the Work. In the event that after the date hereof there shall be a material change in any Applicable Laws relating to the Work that impact the Contract Time or Contract Price, the Project Site and/or the Project, and if as a result of any such change, the Design/Builder and its Consultant, Design Subconsultant and/or Subcontractors must institute changes in the design and/or construction of the Project or shall be required to incur additional costs in performing the Work in order to be in compliance therewith, then to the extent that any such change gives rise to a demonstrable increase in the time required to complete the Work and/or in the cost to the Design/Builder of completing the affected portion(s) of the Work, as evidenced by documentation reasonably acceptable to the City, the Design/Builder shall be entitled to an equitable adjustment in the Project Schedule and/or the Contract Price, as applicable, in accordance with the procedures set forth in Article 11 hereof. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Design/Builder shall not be entitled to an extension of the Substantial Completion Date, the Project Schedule, or an increase to the Contract Price in connection with any change or modification to any applicable building code, to the extent that such change or amendment to the applicable building code, as applicable to the Project, is enacted prior to the date the Design/Builder is issued the permit to construct the Project by the City.
- 3.7. <u>Services, Facilities</u>. The Design/Builder shall provide, or cause to be provided, everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, design, engineering, demolition and construction services, supervision, fabrication, administration and coordination services, and the provision of all drawings, specifications, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, insurance and other facilities and services. Design/Builder shall also provide and pay for field engineering services required for the Project. This work shall include the following elements: (i) survey work required in execution of the Project; (ii) civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the Design/Builder's construction methods.

- a. <u>Coordination</u>. The Design/Builder shall coordinate design and construction requirements with government agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements of the Project. Design/Builder shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on streets, highways, sidewalks, or other public right of ways without the written consent of the proper authorities having jurisdiction including, without limitation, securing all applicable permits in connection therewith.
- b. <u>Cooperation</u>. The Design/Builder shall cooperate with and assist the City's staff, the City's legal, financial, design and construction consultants and all other consultants or designated representatives of the City at all times during the development of the Project as necessary to complete the Project in a manner reasonably satisfactory to the City. Design/Builder agrees to meet with Contract Administrator, Project Coordinator and/or their designees at reasonable times and with reasonable notice.
- c. <u>Management/Administration</u>. The Design/Builder shall be responsible for general management and administration of the Project and prosecution of the Work. Design/Builder shall be responsible for maintaining the Project plans and reports set forth in Appendix B. Design/Builder shall implement and use the City's e-Builder™ system for data warehousing and document management.
- **3.8.** <u>Means and Methods</u>. The Design/Builder shall control and coordinate and is responsible for all construction means, methods, techniques, sequences and procedures relating to the Work. Nothing specified or included in the DCP shall be construed or interpreted to mean the City and/or Design Criteria Professional assumes such responsibility.
- **3.9.** Reports. The Design/Builder shall prepare and submit to the City, during both the Design Phase and the Construction Phase, monthly progress reports on the Work accomplished during the prior monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to the City.

The electronic copy and up to two (2) hard copies of all monthly progress reports shall be submitted to the City at the time of each monthly Application for Payment (as defined in Article 8 hereof), but in no event later than the fifth (5th) day of each month during the period commencing with the first Application for Payment and ending with the Final Completion of the entire Project by the City. Following the first application for payment, such monthly progress report shall be submitted each month, even if no application for payment is submitted during that month. Each monthly progress report shall be a comprehensive and detailed narrative report on all aspects of the Project during the previous month, and shall include the areas of (i) Project cost control and Project Budget, (ii) Project Schedule control, (iii) quality assurance program, and (iv) safety program. The monthly progress report shall, in addition to describing the Work performed during the previous month, emphasize any problems encountered during the month and measures taken or to be taken to correct these problems. The Design/Builder shall update and submit monthly its "critical path method" ("CPM") progress chart to the City illustrating progress which has been made, by reference to such critical path method progress chart, and specifically identifying whether the Work is on schedule or behind schedule and actions being taken to correct schedule delays or slippage. In addition, the Design/Builder's monthly progress report shall set forth scheduled and projected progress for the forthcoming month.

3.10. Design/Builder's Warranty.

- Warranty. The Design/Builder warrants to the City that all design, engineering and other professional services, and all construction services, will be performed in accordance with the professional standards described in the Contract Documents, that all work and services provided under this Agreement will also be performed in a good and workmanlike manner, that all materials, supplies and equipment furnished under this Agreement will be of good quality and new, that the Work (including, without limitation, each item of equipment incorporated therein) will be of good and workmanlike quality and free from faults, defects and deficiencies in materials and workmanship, that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the City, and that the Work will conform with the requirements of the Contract Documents; provided, nothing specifically set forth in this Section 3.10.a shall be deemed a warranty of the design of the Project if such a warranty would render void or unenforceable any insurance applicable to the design services to be provided under this Agreement. The Design/Builder's warranty shall extend for a period of one year from the Substantial Completion Date of the Work, unless a greater warranty period is applicable; provided, however, that in the event that a Subcontractor Warranty provided pursuant to Section 3.10.b below shall extend for a term of longer than one year, such extended term shall be the term of the Design/Builder's warranty for the pertinent portion of the Work; and provided further, however, that in the event that the Design/Builder or any of its Subcontractors is required to repair or replace any warrantied item pursuant to this Section 3.10, the warranty for such repaired or replaced item shall extend from the date of completion of the repair or replacement through a term equivalent in length to the term of the initial warranty.
- b. <u>Subcontractor Warranties</u>. In addition to any requirements in the other Contract Documents, the Design/Builder shall use its best efforts to obtain additional warranties for the benefit of the Design/Builder and the City from material and equipment suppliers, vendors and Subcontractors in relation to their respective portions of the Work. Such warranties shall be in addition to, and not substitutes for, those warranties mandated to be obtained pursuant to the Contract Documents.
- c. Warranty of the DCP. The Design/Builder warrants to City that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Contract Price and within the Project Schedule. Design/Builder warrants to City that the DCP is consistent, practical, feasible and constructible, and specifically warrants that the Work described in the DCP is constructible for the Contract Price and within the Project Schedule. The Design/Builder accepts all liability for, and all risk arising out of, the DCP and by execution of this Agreement waives any Claim for any errors or omissions in the DCP against the City, Design Criteria Professional or any of their respective consultants or Subcontractors. To the fullest extent permitted by law, the Design/Builder agrees to indemnify, defend and hold harmless City, Design Criteria Professional and its Subcontractors against any and all Claims arising from or in connection with the Design/Builder's or its Subcontractors' use of the DCP.
- d. Warranty of the Construction Documents. DESIGN/BUILDER HEREBY WARRANTS AND REPRESENTS THAT THE CONSTRUCTION DOCUMENTS ARE COORDINATED, CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. WITHOUT ANY CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE, DESIGN/BUILDER SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES ARISING FROM ANY AND ALL ERRORS AND/OR OMISSIONS IN THE CONSTRUCTION

DOCUMENTS INCLUDING, BUT NOT LIMITED TO, CONFLICTS IN THE CONSTRUCTION DOCUMENTS; QUESTIONS OF CLARITY WITH REGARD TO THE CONSTRUCTION DOCUMENTS; AND INCOMPATIBILITY, OR CONFLICTS BETWEEN THE CONSTRUCTION DOCUMENTS AND THE EXISTING CONDITIONS, UTILITIES, CODE ISSUES AND UNFORESEEN CONDITIONS.

- e. <u>Design/Builder to Check Drawings and Data</u>. Design/Builder shall take measurements and verify all dimensions, conditions, quantities and details shown on the DCP and any other plans or specifications provided to Design/Builder including, but not limited to, the drawings, schedules, or other data. Failure to discover or correct errors, conflicts or discrepancies shall not relieve Design/Builder of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom, nor shall it relieve Design/Builder of its full responsibility for remediating such condition at Design/Builder's own sole expense. Design/Builder will not be allowed to take advantage of any error or omissions whether by way of seeking additional money, time and/or otherwise.
- f. <u>Design/Builder Responsible for Location of Utilities</u>. City does not guarantee that all utility lines are shown in the DCP or any other Contract Documents, or that the ones indicated are in their true location. It shall be the Design/Builder's sole responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. The Design/Builder accepts all liability for and all risk arising out of or relating to the location of utilities and by execution of this Agreement waives any Claim against the City, Design Criteria Professional or any of their respective consultants or Subcontractors for any errors or omissions in the DCP or other Contract Documents with respect thereto.
- i. The Design/Builder shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Prior to the start of construction of any portion of the Work, Design/Builder shall be solely responsible for arranging for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Design/Builder shall be paid by the Design/Builder. All charges by utility companies for temporary support of its utilities shall be paid for by the Design/Builder. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. It shall be the Design Builder's sole responsibility to coordinate with such utilities, including arranging for payment, if applicable. The City shall not be obligated in any way to assist in such coordination and, to the extent the City does attempt to assist or facilitate such coordination with utilities, it shall not in any way be construed or interpreted as the City's assumption of such responsibility which shall remain solely with the Design/Builder. No additional payment will be made to the Design/Builder for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- ii. The Design/Builder shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Design/Builder for any loss of time or delay.
- g. <u>Primary Liability</u>. The Design/Builder shall have primary liability with respect to the warranties set forth in the Contract Documents, whether or not any defect, deficiency or other matter is also covered by a warranty of a Subcontractor or other third party, and the City need only look to the Design/Builder for corrective action replacement or reimbursement. In addition thereto, the Design/Builder's warranties expressed herein shall not be restricted in any manner by any warranty of a Subcontractor or other third party, and

the refusal of a Subcontractor or other third party to correct defective, deficient or nonconforming Work shall not excuse the Design/Builder from its liability as to the warranties provided herein.

- **3.11.** Taxes. The Design/Builder shall pay and shall be responsible for, as part of the Contract Price, all existing and future applicable Federal, State, local and other sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work. The Contract Price includes all other Federal, State, local and/or other direct or indirect taxes which may apply. In the event the City elects to implement a direct purchase program for the purchase of materials and equipment to achieve Florida sales tax savings, Design/Builder shall comply with the provisions set forth in Appendix C with respect to any such City purchases.
- **3.12.** Access by Others. The Design/Builder shall afford the City, Contract Administrator, Project Coordinator, and their authorized designees or representatives, safe access to the Project Site at all times. Access to the Project Site shall also be permitted at all times to all Federal, State, County and City safety, regulatory and inspection departments, personnel and agencies and other governmental entities having jurisdiction over the Work and the Project Site. Design/Builder shall provide proper facilities and construction for such access.
- **3.13.** <u>Use of Site</u>. The Design/Builder shall, prior to any on-site testing and inspection activities and prior to on-site mobilization for demolition, excavation or construction, prepare a mobilization plan for the City's review and approval. The Design/Builder shall at all times confine its operations to the Project Site, or to any lesser area specified by laws, ordinances, permits or any other Contract Documents.
- **3.14.** Correction of Defective Work. The Design/Builder shall correct Work which does not conform to the Contract Documents in accordance with the provisions of Article 13 hereof and the other Contract Documents.
- 3.15. Patents, Trademarks, Copyrights. The Design/Builder shall pay all royalties and other fees for any patents, trademarks, copyrights or other proprietary rights necessary for the execution and completion of the Work. The Design/Builder shall indemnify, defend and hold harmless the City from and against any and all losses, damages or expenses including, without limitation, court costs and reasonable attorneys' fees, arising or resulting from any claim or legal action that any materials, supplies, equipment, processes or other portions of the Work furnished by the Design/Builder under this Agreement, or the use thereof, constitutes an infringement and/or violation of any patent, trademark, copyright, trade secret, intellectual property right or other proprietary right. If any such item is held to constitute an infringement, and the use of such item is enjoined, the Design/Builder shall, at its sole expense (in addition to the Design/Builder's indemnification obligation described above and any other remedies the City may have under this Agreement), either procure the right to use the infringing item, or replace the same with a substantially equal but non-infringing item, or modify the same to be noninfringing, provided that any substitute or modified item shall meet all the requirements and be subject to all the provisions of this Agreement. The terms and provisions of this Section 3.15 shall survive the termination or expiration of this Agreement.
- **3.16.** Rubbish; Debris; Cleaning. During the performance of the Work, the Design/Builder shall at all times, as part of the stipulated Contract Price, keep the Project Site and adjacent streets, properties and sidewalks free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or

dust constitutes a nuisance or safety hazard or is otherwise objectionable in any way as reasonably determined by the City, the Design/Builder shall promptly remove the same at its sole cost and expense.

- a. The Design/Builder shall use its best efforts to assure that no burning of trash, debris or roofing bitumen containers by the Design/Builder or its Subcontractors occurs on the Project Site and that no dust or trash from Work in progress creates a public nuisance. In the event of any such occurrence, the Design/Builder shall promptly cause the abatement thereof. The Design/Builder shall remove all spillage and tracking arising from the performance of the Work from streets and sidewalks around the Project Site, and shall establish a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust upon such areas. If the Design/Builder fails, promptly after written notice from the City, to keep the Project Site and the surrounding properties clean, the City may thereafter perform any such cleaning services and deduct the cost of those services from amounts otherwise payable to the Design/Builder under this Agreement. No assumption by the City of such cleaning services shall waive any future obligation of Design/Builder to perform said services. Further, The City's deduction of the costs of those services from amounts otherwise payable to Design/Builder under the Agreement shall not constitute a waiver of the City's right to place Design/Builder in Default for such noncompliance.
- b. Upon Substantial Completion of the Work, or any portion or component thereof acceptable to the City, the Design/Builder (i) shall remove from the Project Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish, and (ii) shall leave the Project Site, or applicable portion thereof, in a thoroughly clean condition, and perform any other cleaning services described in Division 1. The Design/Builder shall re-perform any such services after the Substantial Completion Date to the extent the same is necessary or appropriate due to any Work performed by the Design/Builder after such date.
- c. All Work shall be cleaned using only specific materials recommended for the surfaces to be cleaned. Damage to any surfaces due to improper cleaning methods or materials used by the Design/Builder or its Subcontractors shall be repaired and replaced by the Design/Builder at its sole cost.
- 3.17. Members of Design/Builder's Team. The personnel and firms presented in the Design/Builder's RFP Proposal Submission shall staff key positions including, but not limited to, the Design/Builder, Consultant, Subconsultants, Project Manager and Construction Superintendent, if specified ("Key Personnel"). Such Key Personnel shall remain assigned to the Project through the duration of this Project and shall not be reassigned without the prior written approval of the Contract Administrator, unless the individual has left the employment of the Design/Builder. The City will not unreasonably withhold its consent to additions of or substitutions for, Key Personnel, with new personnel of comparable qualifications in the event of death, promotion, retirement, job changes, firing, failure to perform or other good cause shown. The Construction Superintendent and Project Manager shall be authorized to act on behalf of the Design/Builder to coordinate, inspect, and provide general direction of the Work in progress. The Design/Builder's Construction Superintendent shall be assigned to the Project on a full-time basis, on-site, for 100% of his/her time, with no allocations or commitments to other clients or projects, and shall be competent, and English-speaking.

- a. Responsibilities of Design/Builder's Project Manager. Design/Builder herein represents that its Project Manager, at a minimum, will provide the following services:
- i. If not selected earlier or identified as part of the RFP Proposal Submission, at least thirty (30) days prior to the commencement of the Construction Phase of the Project, the Design/Builder will identify and provide the qualifications of a suitably qualified and experienced Project Manager who will be full time, on site at the Project, for 100% of his/her time.
- ii. Design/Builder will use reasonable efforts to have the same Project Manager on the Project full time to its conclusion, and any new proposed Project Manager shall first be approved in writing by Contract Administrator before permanent assignment; City's approval shall not be unreasonably withheld.
- iii. The Project Manager will conduct weekly on-site meetings with the Design/Builder and its Subcontractors at regular times, as previously agreed upon and approved by the Project Coordinator, and shall issue weekly reports on the progress of the Work and the minutes of the previous weekly on-site meeting.
- iv. Project Manager will be the lead representative of Design/Builder with the primary responsibility for the administration of all of Design/Builder's Work.
- v. The Project Manager shall maintain and monitor the CPM Project Schedule, subject to Project Coordinator's prior written approval, and implement updates as required.
- vi. The Project Manager shall coordinate the processing of shop drawings and material submittals.
- vii. The Project Manager will endeavor to achieve satisfactory performance by Design/Builder and, if required by the Consultant or City, shall cause for corrections to Design/Builder's Work including, but not limited to, maintaining punch lists and observing testing.
- viii. The Project Manager will monitor and maintain oversight of the cost of the Project, including payment applications and the preparation thereof.
- ix. The Project Manager will assist in the preparation of record drawings or Construction Documents, and shall transmit to the Consultant requests for additional information concerning the design. The Project Coordinator shall be copied on these requests for monitoring purposes.
- x. The Project Manager will observe testing and start-up activities of all equipment, machinery and utilities to ensure a fully operational Project.
- xi. The Project Manager will secure all equipment brochures and warranties from the Design/Builder and Subcontractors.
- xii. The Project Manager will coordinate the correction and completion of the Work including that required by any and all punch lists.

- Design/Builder shall not change any person filling a position listed in the organizational charts without the prior written consent of the Contract Administrator unless the City requests it or unless the person is leaving the employ of the Design/Builder. The employee(s) of the Design/Builder and Subcontractors shall be considered to be at all times employee(s) of the Design/Builder or the Subcontractors, as applicable, and not an employee(s) or agent(s) of the City or any of its departments offices or divisions. The Design/Builder and Subcontractors agree to adjust staffing levels or to increase or replace any staff personnel if so requested by the Contract Administrator or its designees, should the Contract Administrator make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.
- c. Responsibilities of Consultant. Design/Builder herein represents that Consultant, at a minimum, will provide the following services:
- i. Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project consistent with the DCP and in accordance with all requirements of the Contract Documents and Applicable Laws.
 - ii. Consultant shall design the Project so as to comply with Applicable Laws.
- iii. Consultant shall prepare the Construction Documents, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, Shop Drawings, product data, and samples.
- iv. Consultant shall submit the Construction Documents to the Design Criteria Professional, with a copy to Contract Administrator, for the Design Criteria Professional's review and approval of the Construction Documents as being in general conformance with the DCP. Design Criteria Professional's confirmation of the Construction Documents as being in general conformance with the DCP shall not constitute acceptance of any design work which does not comply with Applicable Laws and/or the Contract Documents, nor shall it excuse any obligations of the Consultant to comply with the DCP, Applicable Laws and/or the Contract Documents.
- v. Consultant shall assist in the administration of construction including, but not limited to, review and certification of all Applications for Payment for Work performed in compliance with the Contract Documents; the approval of materials, equipment, and apparatus used in the Work; and architectural and engineering inspections of all construction Work. Consultant's certification for payment shall constitute a representation to the City, based on the Consultant's observations at the Project site and on the data comprising the Design/Builder's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Construction Documents, the DCP and/or any other applicable Contract Documents. The Consultant shall attend Project construction meetings to facilitate the prosecution of the Work.
- vi. The Consultant shall have a representative at the Project Site to observe the progress and quality of the Work. On the basis of its on-site observations as an architect or as an engineer, the Consultant shall ensure (i) the faithful performance of the Contract

Documents; and (ii) that the Work has been or is being installed in accordance with the Contract Documents before allowing it to be covered. The Consultant shall be obligated to provide the Design/Builder and the City with written notice of any defects or deficiencies in the Work observed by the Consultant within five (5) days from date of discovery. With respect to Work which requires inspection prior to covering under the Contract Documents, the Consultant shall not certify any such Work for payment if it has been covered prior to the Consultant's inspection and approval. If the Design/Builder does not, within a reasonable period of time, remedy to the reasonable satisfaction of the Consultant the defective or deficient conditions so reported to the Design/Builder, the Consultant shall provide both the Design/Builder and the City with written notice of the defective or deficient condition not remedied and the Consultant's recommendation of the actions that are necessary to remedy such condition with an estimated time period within which such actions could reasonably be performed.

- vii. Consultant shall reject Work which does not conform to the Contract Documents, provided that the Consultant obtains the prior written consent of the Project Coordinator.
- viii. Consultant may render interpretations (in writing or in the form of drawings) necessary for the proper execution of the Work and/or relating to interpretations of the requirements of the Construction Documents, on written request of the Resident Project Representative or Project Coordinator. All such written interpretations must be consistent with and conform to all requirements of the DCP and the Construction Documents.
- ix. The Consultant shall review, approve, reject or take other appropriate action pertaining to construction-related inquiries and submittals, such as shop drawings, product data and samples. All of Consultant's actions related thereto shall conform to the DCP, the Construction Documents and Applicable Laws.
- x. The Consultant shall prepare draft Change Orders for the City's review, with supporting documentation and data, subject to City's approval in accordance with the Contract Documents. If a Change Order is approved, Consultant shall prepare and finalize the updated Construction Documents required to implement the Work associated with the Change Order.
- xi. Consultant shall prepare Construction Change Directives, if necessary, at no additional cost to City, and authorize minor changes in the Work, as provided in the Contract Documents.
- xii. Consultant shall conduct inspections to assist the City in its determination of Substantial Completion, any Milestones (as applicable) and Final Completion, and shall receive and review for compliance with the Contract Documents all written warranties and related documents required pursuant to the Contract Documents to be assembled and furnished to the City upon Substantial Completion and Final Completion. Consultant shall not tender any Certificate of Substantial Completion to the City for its final determination of whether Substantial Completion has been achieved, unless and until the Consultant has determined to the best of its knowledge, information and belief that the Design/Builder has achieved Substantial Completion of the Work (or portion or component thereof covered by such Certificate) in accordance with the Contract Documents.
- xiii. The approved and permitted Construction Documents shall constitute a representation by Consultant to City that the Project, if constructed as required by the Contract

Documents, will be fully functional, suitable and sufficient for its intended purposes. No action or omission by City shall waive or excuse Design/Builder's obligations under the Agreement and/or other Contract Documents and that Design/Builder shall remain fully liable for all work performed by Consultant including, without limitation, any design errors or omissions.

3.18. Records. At all times during the Design Phase and the Construction Phase, and for a period of five (5) years after Substantial Completion of the Project, the Design/Builder shall preserve, and the City shall have access during reasonable business hours to, all documents, books and records of the Design/Builder relating to the Project and covering the period from and after the Contract Date through the completed performance of this Agreement including, without limitation, all bids and bid documents received by the Design/Builder from Subcontractors, permitting records, plans and drawings, submittals and correspondence.

3.19. Construction Documents; As-builts; Surveys.

- a. The Design/Builder shall maintain in good order at the Project Site at least one record copy of the Construction Documents (including drawings, specifications, and the like), addenda, product data, samples, Shop Drawings, Change Orders and other Amendments, marked currently to record changes made during construction. These shall be available to the City for inspection at all times. Upon completion of the Project, these record Construction Documents, addenda, product data, samples, Shop Drawings change orders and other Amendments shall be delivered to Contract Administrator.
- b. City, through its Contract Administrator, shall have the right to require Design/Builder to modify the Construction Documents, to supplement same with additional plans, drawings, specifications, or additional information that are within the specific intent and stated scope of the Project and which do not cause increase in Contract Price or Contract Time, all of which shall be considered as part of the Contract Documents, at no additional cost to the City. All things which, in the opinion of the Contract Administrator, may reasonably be inferred from the Contract Documents including, but not limited to, the Construction Documents, shall be executed by Design/Builder under the terms of the Contract Documents. The Contract Administrator shall determine whether said Construction Documents conform to the Contract Documents.
- c. Design/Builder shall be solely responsible for establishing and maintaining a line and grade in the field. Design/Builder shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipe lines, conduits, structures, underground utility access portals, handholes, fittings, and similar items encountered or installed during construction. Design/Builder shall deliver these records in good order to the Contract Administrator as the Work is completed. These records shall serve as a basis for "as-built" drawings. The cost of all such field layout and recording work is included in the Contract Price.
- d. Final "as-built" drawings which accurately reflect the "as-built" conditions of the new facilities shall be supplied on compact discs ("CD"), not compressed, in a multi-layered, manipulable, Autodesk AutoCAD Version 2010 format (or the most current format then being used by the City) or other format specified by the City, and shall be delivered to the City upon Final Completion of the Project and prior to Final Progress Payment pursuant to Article 8, together with a final "as-built" critical path method schedule. If the Design/Builder or its Consultant prepares any of the Design Documents or Construction Documents on Building Information Modeling ("BIM") software, the Design/Builder shall furnish the City with such

documents on CDs in multi-layered, manipulable format, along with notice of the specific version of the BIM software used to produce the documents. The verifiable evidence of progress with "as-built" information, as required by Article 8, shall be submitted on Mylar at least once a month to the Contract Administrator. These "as-built" drawings on Mylar and the latest version of the AutoCAD format media must be delivered and found to be acceptable to the City prior to the Final Progress Payment.

- e. The City requires two (2) paper copies of the as-built drawings, three (3) sets of CDs with CAD files of the as-built drawings, and three (3) sets of CDs with pdf files of the as-built drawings all of which shall be clearly legible. A copy or copies of each such document shall also be retained by the Design/Builder. The Design/Builder shall also comply with all other documentation requirements set forth in the Contract Documents.
- f. Within thirty (30) days of NTP1, the Design/Builder shall inspect the Project Site and furnish to the City a certified line and grade survey, prepared by a surveyor licensed in the State of Florida in accordance with the Minimum Standard Detail Requirements for Land Title Surveys adopted in 1999 by the American Land Title Association and the American Congress of Surveyors and Mappers, and a certified survey of the physical condition of the Project Site, prepared by a qualified engineering firm..
- i. The line and grade surveys will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction. No changes or relocations will be made without prior written approval of the Contract Administrator. A written report shall be made to the Contract Administrator when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- ii. The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by Florida law and any other Applicable Laws. Replacements shall be established based upon original survey control.
- iii. In addition, as part of the Work, the Design/Builder shall within thirty (30) days of the Substantial Completion Date, furnish to the City another certified survey of the Project Site (with the Project located thereon) prepared by a surveyor licensed in the State of Florida in accordance with the Minimum Standard Detail Requirements for Land Title Surveys adopted in 1999 by the American Land Title Association and the American Congress of Surveyors and Mappers.
- **3.20.** <u>Number of Submittals</u>. Certain Design Documents and Construction Documents are required pursuant to the Contract Documents. (to be submitted and/or provided by the Design/Builder to the City). In addition to the document submittal requirements set forth elsewhere in the Contract Documents, the Design/Builder shall submit the following documents to the City as soon as they are available and shall submit the minimum number of copies listed below:
- a. <u>Drawings</u>: Submit one set of full-sized reproducible drawings in native AutoCAD format and one copy in .pdf format; one 11" x 17" set of reproducible drawings;, one set of half-sized reproducible drawing one set; of half-sized blue-line drawings; and one electronic copy of the drawing so that the City may reproduce drawings as needed.

- b. <u>Narratives</u>: For all narrative documents (including documents referenced in Appendix B and (the Project specifications), submit one paper copy and one electronic copy thereof.
- c. <u>Progress Reports</u>: Design/Builder shall submit with at least one hard copy and at least one electronic copy (in both .pdf and native file format) of all reports specified in Appendix B, and Project Schedules and Updates thereto. . The City shall have no obligation to review and/or approve Progress Reports, Project Schedules and Updates or any such other documents, except as specifically set forth herein.
- d. **Shop Drawings**: Provide quantities required pursuant to the terms of Division 1 of the Project specifications. The City shall have no obligation to review and/or approve Shop Drawings.
- e. <u>Product Data</u>: Provide quantities required pursuant to the terms of Division 1 of the Project specifications. The City shall have no obligation to review and/or approve product data.
- f. <u>Samples</u>: Provide quantities required pursuant to the terms of Division 1 of the Project specifications. The City shall have no obligation to review and/or approve samples.
- g. Quality Control and Testing Laboratory Reports: Provide one paper and one electronic copy, both upon submittal to the Consultant, and upon return by the Consultant with its comments and directions. The City shall have no obligation to review and/or quality control and testing laboratory reports. The City's receipt, review and/or approval of such reports shall not in any way constitute approval or acceptance of the Work which is the subject matter thereof. The Design/Builder remains fully responsible for ensuring its receipt, review and approval of all such reports and the contents thereof to ensure the Work is in conformance with the Contract Documents.
- h. <u>Contract Agreements</u>: Provide one paper and one electronic copy of all agreements by, between or among Design/Builder, Consultant, Design Criteria Professional Design Subconsultants, and any Subcontractors. The City shall have no obligation to review and/or approve any of the foregoing agreements.
- I. <u>Guarantees and Warranties</u>: Provide, at a minimum, three (3) copies of all guarantees, warranties, maintenance instructions and manuals, operating manuals, catalogs and operational data that relate to the Project or its components. The City shall have no obligation to review and/or approve any of the foregoing materials.

If requested by the City, the Design/Builder shall also submit any of the preceding documents on compact disc (and in a format reasonably acceptable to the City).

In addition to the number of copies specified above in (a) through (i), the Design/Builder shall provide to the City six (6) copies of each document provided to the City (in its regulatory capacity) and all other governmental bodies in their role as regulatory agencies, simultaneously with their delivery to the City or such other governmental bodies.

3.21. Availability of Project Site. Subject to the terms herein, the City shall deliver the Project Site or parcels thereof (as depicted in Appendix "A" attached hereto) to the

Design/Builder for purposes of commencing demolition, excavation, remediation and construction activities on the date described in the appropriate Notice to Proceed.

- a. Use of the Project Site or any other City-owned right-of-way for the purpose of storage of equipment or materials, lay-down facilities, pre-cast material fabrication, batch plants for the production of asphalt, concrete or other construction-related materials, or other similar activities, shall require advance written approval by the Project Coordinator. If approved by the City at its sole and absolute discretion, use of the Project Site or any other City-owned right-of-way for the foregoing storage purposes at any given point in time shall be expressly limited to equipment necessary for the then current and active prosecution of the Work and shall be comprised of no more than two (2) weeks' worth of materials or products to be incorporated as part of the Project within the next month, as noted in the most recent approved Project Schedule. The City may, at any time, in its sole and absolute discretion, revoke or rescind such approval for any reason. Upon notice of such rescission, Design/Builder shall, within twenty-four (24) hours, remove and relocate any such materials and equipment to a suitable, approved location.
- b. Notwithstanding any other provision in the Contract Documents to the contrary, the conditions or requirements of right-of-way permits established by the authorities having jurisdiction including, without limitation any regulatory authorities of the City, shall take precedence over any provision in the Contract Documents that may provide any right whatsoever to use of the Project Site for staging, material and equipment storage, lay-down or other similar activities.
- **3.22.** <u>Testing and Inspection; Responsibility</u>. In addition to the tests and inspections provided for below and elsewhere in the Contract Documents, the City shall have the right (but not the obligation) at any time to inspect or test any portion of the Work or the Project.
- The Design/Builder shall perform and/or obtain all tests and inspections necessary to ensure the proper execution and completion of the Work including, without limitation, all tests and inspections provided for by the Contract Documents (including, but not limited, to any tests and inspections pursuant to Appendix E or by laws, ordinances, rules, regulations or orders of governmental authorities, including the City). The Design/Builder shall make arrangements for tests and inspections conducted by any independent testing laboratory engaged by the City, or tests or inspections conducted by any agency having jurisdiction. The City's direct engagement of any independent testing laboratory or agency shall in no way be construed, interpreted or deemed as the City's assumption of any obligations or requirements of Design/Builder to ensure such testing and inspections are performed, to review and analyze the results thereof and to properly address any portions of the Work which fail to meet the acceptable standards or requirements for which such test or inspection was conducted to evaluate. Rather, the City's engagement of such independent testing laboratory or agency should be interpreted as for convenience of payment purposes only. The Design/Builder shall give the City timely notice of when and where tests and inspections are to be made so the City and/or the Resident Project Representative may observe such procedures. Inspections shall be made promptly and, where practicable, at the source of supply. If Work should be covered up without required inspection/approval, it must, if required by the Contract Administrator or Consultant, be uncovered for examination, and properly restored at Design/Builder's expense.
- b. If the Contract Administrator determines that the Work, portions thereof, or goods, materials or components required as provided for by the Contract Documents, require additional testing or inspection not included under the above paragraph, the City may instruct

the Design/Builder to make arrangements for such additional testing or inspection (including uncovering the Work) as part of the stipulated Contract Price by an entity acceptable to the City, and the Design/Builder shall give timely notice to the City of when and where such tests and inspections are to be made so the City may observe such procedures. The City's presence during any such testing or inspections shall in no way be construed, interpreted and/or deemed to constitute acceptance of such testing or inspection (including the procedures implemented) or the results thereof.

c. The Contract Administrator may order re-testing or re- inspection of Work (including uncovering thereof at any time in its sole discretion). If re-testing or re- inspection of Work is found to be in accordance with the Contract Documents, the City shall pay the cost of re- inspection, re-testing and replacement. If such Work is not strictly in accordance with the Contract Documents, Design/Builder shall pay such cost.

3.23. Local Conditions; Site Conditions.

- Local Conditions. The Design/Builder represents and warrants that it has taken all steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Project, the performance of the Work and/or the Project Site including, but not limited to i) conditions bearing upon transportation, disposal, handling, and storage of materials; ii) the availability of labor, water, electric power, and roads; iii) uncertainties of weather and observable physical conditions at the Project Site or otherwise affecting the Project, including sub-tropical and/or coastal conditions in South Florida; iv) the adequacy of the Project Site for lay-down, storage and parking in accordance with Applicable Laws and permit requirements of agencies having jurisdiction; and v) the character of equipment and facilities needed prior to and during the performance of the Work. The Design/Builder agrees that it bears all risk associated with any general or local condition that can affect the Project, the Project Site and/or the performance of the Work. Any act or omission by the Design/Builder with respect to the actions described and acknowledged in this subsection will not relieve the Design/Builder from responsibility for properly estimating the difficulty and cost of successfully performing the Work, or as time is of the essence for proceeding to successfully perform the Work within the Project Schedule and the Contract Price. In confirmation and furtherance of the foregoing, the Design/Builder acknowledges and agrees that it shall not be entitled to an adjustment in the Project Schedule, the Substantial Completion Date or the Contract Price, based on general or local conditions affecting the Project, the Project Site and/or the performance of the Work, and the Design/Builder hereby waives and releases City from any and all Claims associated therewith.
- b. <u>Site Conditions</u>. The Design/Builder acknowledges and agrees that it has satisfied itself as to what the Design/Builder anticipates will be the character, quality and quantity of soil, surface and subsurface materials or obstacles that may be encountered by the Design/Builder at the Project Site including, but not limited to, the nature or amount of any kind of soil material, the location of any utilities or structures on the Project Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage, or the amount of water to be expected, and that the entire cost risk of such matters, as well as any soil, surface, subsurface/underground, concealed, unknown, known, latent or other conditions (collectively, the "Site Conditions"), shall be borne by the Design/Builder as part of the Contract Price unless such conditions could not have reasonably been identified upon reasonable investigation by the Design/Builder. City makes no representations or warranties whatsoever as to the Site Conditions. Any information provided by City relating to Site

Conditions is provided as advisory only, as Design/Builder recognizes and agrees that Site Conditions may vary from those observed by City. Without limiting the generality of the foregoing, but rather in confirmation and furtherance thereof, the Design/Builder agrees that it shall have no Claim for any increase in the Contract Price in the event that Site Conditions are encountered or discovered at the Project Site in the performance of the Work where such conditions could reasonably have been identified upon reasonable investigation thereof. The Design/Builder expressly acknowledges and agrees that its pricing of the Work and the determination of the Contract Price were expressly based upon the Design/Builder's assuming the foregoing cost risks of Site Conditions.

- i. If Site Conditions that could not have reasonably been identified by Design/Builder upon prior investigation are encountered at the Project Site that are materially differing from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents are encountered at the Project Site, Design/Builder shall promptly notify the City within two (2) business days of the specific materially differing Site Conditions before the Design/Builder disturbs the conditions or performs the affected Work.
- ii. Upon receipt of written notification of differing Site Conditions from the Design/Builder, the City will investigate the Site Conditions and, if it is determined that the Site Conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work, an equitable adjustment may be made in accordance with Article 11 herein and the other Contract Documents. An adjustment for differing Site Conditions shall not be allowed, and any Claim relating thereto shall be deemed conclusively waived, if the Design/Builder has not provided the required written notice within two (2) business days of discovery of the Site Conditions, or has disturbed the Site Conditions prior to City's examination thereof. Should the City determine that the Site Conditions of the Project Site are not so materially different to warrant a change in the Contract Price or Contract Time or any other terms of the Contract Documents, Design/Builder shall be notified of the reasons in writing, and such determination shall be final and binding upon the Parties hereto.
- iii. For purposes of this Section 3.23, a "materially differing" Site Condition is one that (1) is not identified in the Contract Documents and is not reasonably inferable therefrom; (2) could not have reasonably been identified by Design/Builder upon prior investigation, provided Design/Builder reasonably undertook such prior site investigation; and (3) requires a change to the Work that increases Design/Builder's costs and/or impacts the critical path for completion of the Work.
- iv. Where Site Conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Project Site at any time prior to commencement of the Work in question, such delay shall not be considered to be an Excusable Delay beyond the control of the Design/Builder, and no time extension shall be granted pursuant to Article 9. No request for an equitable adjustment or change to the Contract Time for differing Site Conditions shall be allowed if made after the date certified as the Substantial Completion Date.
- **3.24.** <u>Subcontractors; Design Subconsultants.</u>. Design/Builder agrees to bind specifically every Consultant, Subcontractor and Design Subconsultant to the terms and conditions of the Contract Documents for the benefit of the City, and shall incorporate all applicable terms and conditions of the Contract Documents into any and all Consulting Agreement, Design Subconsulting Agreements and Subcontracts, to the full extent of the Work to be performed by

each Consultant, Design Subconsultant and Subcontractor. Design/Builder shall submit a copy of each Consulting and Design Subconsulting Agreement and Subcontract at all tiers to the City for its examination and approval prior to the execution of such Consulting or Design Subconsulting Agreement or Subcontract.

- a. The Design/Builder shall make available to each proposed Consultant, Design Subconsultant and Subcontractor, prior to execution of the Subcontract, Consulting or Design Subconsulting Agreement, copies of the Contract Documents to which the Consultant, Design Subconsultant or Subcontractor will be bound, and require that each Consultant, Design Subconsultant and Subcontractor shall similarly make copies of applicable portions of such documents available to their respective proposed subsubcontractors.
- b. The City will not unreasonably withhold its consent to substitute a Consultant, Design Subconsultant or Subcontractor in the case of a matured and uncured default by such entity in its contract with the Design/Builder resulting in termination of the Design/Builder's contract with such entity, impossibility of performance or other good cause shown. Any substitute party, however, must possess comparable experience, skill, and character to that of the entity being replaced.
- c. Conditional Assignment. Design/Builder conditionally assigns to the City all the rights, title and interest of Design/Builder in, to and under any and all Consulting and Design Subconsulting Agreements and Subcontracts. The assignment is exercisable by the City, at its election, in the event that the City has exercised its right to terminate this Agreement for any reason in whole or in part or to take control of, or cause control to be taken of, the Work or any portion thereof. The City may reassign the Consulting and Design Subconsulting Agreements and Subcontracts to another contractor, design professional, or any other qualified person or entity, (as the case may be) and such assignee may exercise the City's rights in the Consulting and Design Subconsulting Agreements and Subcontracts. Each Deign Subconsultant or Subcontractor shall, upon written notice that the City has exercised its rights under the Contract Documents (or the portion thereof applicable to the materials or services being furnished by such Design Subconsultant or Design Subconsulting Agreement or Subcontractor), continue to perform all of its obligations, covenants and agreements under such Subcontract for the benefit of the City.
- The Design/Builder's Consulting Agreement with the Consultant and the Design Subconsulting Agreements with the Design Subconsultants, respectively, shall also set forth the Consultant's and/or Design Subconsultants acknowledgment and agreement that (i) the Consultant shall at all times during on-site construction activities have a representative at the Project Site to observe the progress and quality of the Work; (ii) the Consultant shall, pursuant to such on-site observations as a Consultant, endeavor in good faith to guard against defects and deficiencies in the Work; (iii) the Consultant shall be obligated to provide the Design/Builder and the City with written notice of any defects or deficiencies in the Work observed by the Consultant; (iv) if the Design/Builder does not within a reasonable period of time remedy to the reasonable satisfaction of the Consultant the conditions so reported to the Design/Builder, the Consultant shall provide both the Design/Builder and the City with written notice of the condition not remedied and the Consultant's recommendation of the actions that are necessary to remedy such condition; and (v) the Consultant shall conduct inspections to assist the City in making its final determination of whether the Design/Builder has achieved, Substantial Completion of the Project, or any applicable portion thereof, and shall not tender any Certificate of Substantial Completion to the City

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH ENHANCED TRANSPORTATION PLANS FOR SPECIAL EVENTS CONSISTING OF PARKING IN A REMOTE LOCATION AND PROVIDING ALTERNATIVE MODES OF TRANSPORTATION, SUCH AS SHUTTLE SERVICE AND WATER TAXI SERVICE TO AND FROM THE EVENT.

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary:

Recently, the City of Miami and Miami-Dade County implemented a transportation plan for Boat Show 2016 at a cost to the Boat Show of approximately \$1.3 million. As a result of this plan, more than 78,000 people (about 80% of all attendees) were transported by shuttle bus to the show from Downtown. This service was coordinated with Metrorail/Metrobus and pre-paid 1-day passes were made available. The plan included free shuttle bus service from Metrorail stations, hotels, and park-and-ride locations on the mainland. In addition, free water taxi service was provided from Coconut Grove, Brickell, Downtown, and Miami Beach to the Boat Show site. The key aspect that provided motivation for attendees to utilize other modes was that parking was limited to pre-paid parking (up to \$100). This effort was augmented by a traffic control plan and law enforcement.

At the May 13, 2016 Neighborhood/Community Affair Committee meeting, the Administration presented two alternatives similar to the Transportation Plan utilized for the Miami Boat Show. Both alternatives provided pre-paid parking at higher flat rates and frequent transit options to enhance mobility. It is worth noting that both alternatives provided Merchant Validation passes to reduce impact to local businesses. Residential parking plans were also being honored under both alternatives presented. Following the discussion, the Committee expressed concerns with limiting parking because it has the potential to impact the local businesses and residents. In addition, members of the Committee expressed concerns with traffic increase as a result of drivers searching for parking. At the meeting, the NCAC supported pursuing parking outside the City limits during events and encouraging event patrons to park in those areas. Those parking facilities would need to be serviced with frequent shuttle service to the event. It is worth noting that this option will have an additional cost to the City or event organizers depending on the event

The Administration will further review upcoming high impact events to identify a suitable event for a pilot implementation of the enhanced transportation plan for special events. Once the plan for the pilot event has been developed, an update will be provided via Letter to Commission. It is recommended that the City Commission accept the recommendation of the NCAC to establish enhanced transportation plans for special events consisting of parking in a remote location and providing alternative modes of transportation such as shuttle service and water taxi service to and from the event.

Advisory Board Recommendation:

Financial Information:

Source of	ource of Amount		Account
Funds:			
OBPI	Total		
Financial Im	pact Sun	nmary:	

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

Department Director	Assistant City Manager	City Manage	r
JRG_XC	KGB 115	JLM M	
		1	



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

IO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **June 8, 2016**

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH ENHANCED TRANSPORTATION PLANS FOR SPECIAL EVENTS CONSISTING OF PARKING IN A REMOTE LOCATION AND PROVIDING ALTERNATIVE MODES OF TRANSPORTATION, SUCH AS SHUTTLE SERVICE AND WATER TAXI SERVICE TO AND FROM THE EVENT.

BACKGROUND

The City of Miami Beach is one of the main event centers in the South Florida region. With this success, the City's roadway network experiences significant delays and congestion. Over the past 3 years, the City has established several signalization, management, and transit initiatives to mitigate the additional traffic; however, given the limited capacity in our major corridors, mobility is significantly impacted.

Recently, the City of Miami and Miami-Dade County implemented a transportation plan for Boat Show 2016 at a cost to the Boat Show of approximately \$1.3 million. As a result of this plan, more than 78,000 people (about 80% of all attendees) were transported by shuttle bus to the show from Downtown. This service was coordinated with Metrorail/Metrobus and pre-paid 1-day passes were made available. The plan included free shuttle bus service from Metrorail stations, hotels, and park-and-ride locations on the mainland. In addition, free water taxi service was provided from Coconut Grove, Brickell, Downtown, and Miami Beach to the Boat Show site. The key aspect that provided motivation for attendees to utilize other modes was that parking was limited to pre-paid parking (up to \$100). This effort was augmented by a traffic control plan and law enforcement.

ANALYSIS

At the May 13, 2016 Neighborhood/Community Affair Committee meeting, the Administration presented two alternatives similar to the Transportation Plan utilized for the Miami Boat Show. Both alternatives provided pre-paid parking at higher flat rates and frequent transit options to enhance mobility. It is worth noting that both alternatives provided Merchant Validation passes to reduce impact to local businesses. Residential parking plans were also being honored under

Commission Memorandum
Accepting NCAC Recommendation to Establish Enhanced Transportation Plans for Special Events
June 8, 2016
Page 2 of 2

both alternatives presented. Following the discussion, the Committee expressed concerns with limiting parking because it has the potential to impact the local businesses and residents. In addition, members of the Committee expressed concerns with traffic increase as a result of drivers searching for parking. At the meeting, the NCAC supported pursuing parking outside the City limits during events and encouraging event patrons to park in those areas. Those parking facilities would need to be serviced with frequent shuttle service to the event location. It is worth noting that this option will have an additional cost to the City or event organizers depending on the event.

The Administration will further review upcoming high impact events to identify a suitable event for a pilot implementation of the enhanced transportation plan for special events. Once the plan for the pilot event has been developed, an update will be provided via Letter to Commission.

RECOMMENDATION

It is recommended that the City Commission accept the recommendation of the NCAC to establish enhanced transportation plans for special events consisting of parking in a remote location and providing alternative modes of transportation such as shuttle service and water taxi service to and from the event.

JLM /KGB/JRG/JFD

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH AN ENHANCED TRANSPORTATION PLAN PILOT PROGRAM FOR SPECIAL EVENTS INCLUDING REMOTE PARKING LOCATIONS, SHUTTLE SERVICE, AND WATER TAXI SERVICE.

WHEREAS, the City of Miami Beach is one of the main event centers in the South Florida region and, due to increased traffic during special events, the City's roadway network experiences significant delays and congestion; and

WHEREAS, over the past 3 years, the City has developed several signalization, management, and transit initiatives to mitigate the additional traffic; however, given the limited capacity on our major corridors, mobility is significantly impacted; and

WHEREAS, recently, the City of Miami and Miami-Dade County implemented a Transportation Plan for Boat Show 2016, which was held on Virginia Key; and

WHEREAS, the Boat Show's Transportation Plan included providing reduced fare passes for Metrorail and Metrobus; free shuttle buses from Metrorail stations, hotels, and park and ride locations; and free water taxi service from various locations; and

WHEREAS, the key motivator for attendees of Boat Show 2016 to utilize alternative modes of transportation was the Boat Show's pre-paid parking requirement (up to \$100); and

WHEREAS, at the May 13, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the Administration presented two alternatives similar to the Transportation Plan utilized for Boat Show 2016; and

WHEREAS, similar to the Boat Show Transportation Plan, both alternatives proposed by staff would require pre-paid parking at higher flat rates and frequent transit options to enhance mobility; and

WHEREAS, the NCAC expressed concerns with limiting parking, because of the potential impact on local businesses and residents due to traffic increases as a result of event patrons searching for parking; and

WHEREAS, at its May 13, 2016 meeting, the NCAC supported pursuing remote parking requirements (outside the City limits) during special events and encouraging event patrons to park in those areas; and

WHEREAS, remote parking facilities would require frequent shuttle services to special event sites; and

WHEREAS, a remote parking option would result in additional costs to the City or event organizers; and

WHEREAS, the Administration will further review upcoming events to select a suitable event for a pilot implementation of an enhanced transportation plan for special events, which would include remote parking, shuttle service, and water taxi service; and

WHEREAS, once staff has developed a plan for a pilot program, staff shall transmit an update to the City Commission via Letter to Commission.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the the Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee to establish an enhanced transportation plan pilot program for special events, which program would include remote parking, shuttle service, and water taxi service.

PASSED and ADOPTED this 8th day of June, 2016.

ATTEST:	
	Philip Levine, Mayor
Rafael E. Granado, City Clerk	

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APPROVED AS TO FORM & LANGUAGE

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH MORE AGGRESSIVE REQUIREMENTS FOR EMPLOYEE TRANSPORTATION PLANS AND REFERRING THE ITEM TO THE LAND USE AND DEVELOPMENT COMMITTEE FOR FURTHER DISCUSSION AND INPUT

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

Supporting Data (Surveys, Environmental Scan, etc. N/A

Item Summary:

The City of Miami Beach Staff reviews Transportation Impact Studies as part of Planning Board applications and some Historic Preservation Board and Design Review Board applications. Currently, the City Code does not require development applicants to provide a Transportation Plan unless the Plan is part of a traffic study that has to be submitted for a development application. Even in instances when a Transportation Plan is required from a development, guidelines are vague as to requirements. As part of the City's review of traffic studies for development applications, applicants are requested to provide a Transportation Plan for employees that will work at the site. The Transportation Plan consists of outlining how the employer proposes to incentivize employees to utilize alternative modes of transportation to commute, using modes other than the personal automobile. Transportation Plans approved by the City, as part of the review of traffic studies, include some of the following alternatives:

- Convenient and safe bicycle parking
- Financial assistance with membership to Citibike
- MDT transit pass subsidy
- Participation in the Commuter Services of South Florida Carpool or Vanpool Program

However, when a transportation plan is required from a development, guidelines are vague as to requirements which may result in plans that have little or no real impact.

In addition, as part of the Transportation Plan, the applicant is required to provide the contact information of the person that will administer the Plan at the site and provide a follow-up report to the City once the business opens and the Transportation Plan is implemented (approximately after six months of opening date). Given that this process is not codified, there is no real requirement for employers to comply with Transportation Plans and the implementation of these Plans is not being enforced. The City does not have any penalties for employers that do not fully implement the Plans as proposed as part of the application's traffic study. Since receiving support from the Neighborhood/Community Affair Committee (NCAC) at the May 13, 2016 meeting, the City has conducted research in other local and nationwide municipalities that have policies addressing Employee Transportation Plans. Local examples include the City of Delray Beach and the City of Boca Raton. The City of Boca Raton has implemented an ordinance addressing the Transportation Management Program. The plan requires that all developments exceeding 50 employees or 30 residential units in the downtown area provide a Transportation Plan. The Transportation Plan can include various initiatives such as flex time, compressed work weeks, telecommuting, car pooling and van pooling, use of transit, and providing secure indoor bicycle parking. In addition, the City of Boca Raton Transportation Demand Management Ordinance required that all existing developments above the established threshold would be required to participate in the program prior to an established date. As a further step, the ordinance also established that developments above the established threshold would need to provide van pooling to employees by the 5th Year of Certificate of Occupancy or entering the Employee Transportation Program. It is worth noting that some other Cities also require developers to include bicycle lockers and showers for employees traveling by bicycle.

In order to implement these practices for developments in the City, the City would need to develop an ordinance requiring that all developments above a previously determined threshold be required to provide an Employee Transportation Plan. To ensure the success of the program, the City will have to develop a method for training and oversight of the program, as well as require developments to provide annual reports on their Employee Transportation Program.

Based on the positive results found in other cities, it is recommended that the City of Miami Beach Commission accept the recommendation of the NCAC to establish more aggressive requirements for employee transportation plans and refer the item to the Land Use and Development Committee for further discussion and input.

Advisory Board Recommendation:

Financial Information:

OBPI Financial Imp	Total			
Funds:				
Source of		Amount	Account	

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

JRG XGB XH JLM TO	Department Director	Assistant City Manager	City Manager	
	JRG <u>X6</u>	KGB //	JLM TO	



AGENDA ITEM R7 X

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Conmission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF NEIGHBORHOOD/COMMUNITY **AFFAIRS** COMMITTEE ESTABLISH MORE AGGRESSIVE REQUIREMENTS FOR EMPLOYEE TRANSPORTATION PLANS AND REFERRING THE ITEM TO THE LAND USE AND DEVELOPMENT COMMITTEE FOR FURTHER DISCUSSION AND INPUT.

BACKGROUND

The City of Miami Beach Staff reviews Transportation Impact Studies as part of Planning Board applications and some Historic Preservation Board and Design Review Board applications. Currently, the City Code does not require development applicants to provide a Transportation Plan unless the Plan is part of a traffic study that has to be submitted for a development application. As part of the City's review of traffic studies for development applications. applicants are requested to provide a Transportation Plan for employees that will work at the site. The Transportation Plan consists of outlining how the employer proposes to incentivize employees to utilize alternative modes of transportation to commute, using modes other than the personal automobile. Transportation Plans approved by the City, as part of the review of traffic studies, include some of the following alternatives:

- Convenient and safe bicycle parking
- Financial assistance with membership to Citibike
- MDT transit pass subsidy
- Participation in the Commuter Services of South Florida Carpool or Vanpool Program

However, when a Transportation Plan is required from a development, guidelines are vague as to requirements which may result in plans that have little or no real impact.

In addition, as part of the Transportation Plan, the applicant is required to provide the contact information of the person that will administer the Plan at the site and provide a follow-up report to the City once the business opens and the Transportation Plan is implemented (approximately after six months of opening date)

Commission Memorandum
Accepting NCAC Recommendation to Establish More Aggressive Requirements for Employee Transportation Plans.
June 8, 2016
Page 2 of 2

Given that this process is not codified, there is no real requirement for employers to comply with Transportation Plans and the implementation of these Plans is not being enforced. The City does not have any penalties for employers that do not fully implement the Plans as proposed as part of the application's traffic study.

ANALYSIS

Since receiving support from the Neighborhood/Community Affair Committee (NCAC) at the May 13, 2016 meeting, the City has conducted research in other local and nationwide municipalities that have policies addressing Employee Transportation Plans. Local examples include the City of Delray Beach and the City of Boca Raton. The City of Boca Raton has implemented an ordinance addressing the Transportation Program. The plan requires that all developments exceeding 50 employees or 30 residential units in the downtown area provide a Transportation Plan. The Transportation Plan can include various initiatives such as flex time, compressed work weeks, telecommuting, car pooling and van pooling, use of transit, and providing secure indoor bicycle parking. In addition, the City of Boca Raton Transportation Demand Management Ordinance required that all existing developments above the established threshold would be required to participate in the program prior to an established date. As a further step, the ordinance also established that developments above the established threshold would need to provide van pooling to employees by the 5th Year of Certificate of Occupancy or entering the Employee Transportation Program. It is worth noting that some other Cities also require developers to include bicycle lockers and showers for employees traveling by bicycle.

In order to implement these practices for developments in the City, the City would need to develop an ordinance requiring that all developments above a previously determined threshold be required to provide an Employee Transportation Plan. To ensure the success of the program, the City will have to develop a method for training and oversight of the program, as well as require developments to provide annual reports on their Employee Transportation Program.

If approved by City Commission, staff will commence work on the proposed ordinance to comprehensively address the thresholds and requirements for a City of Miami Beach Employee Transportation Program.

RECOMMENDATION

Based on the positive results found in other cities, it is recommended that the City of Miami Beach Commission accept the recommendation of the NCAC to establish more aggressive requirements for employee transportation plans and refer the item to the Land Use and Development Committee for further discussion and input.

JLM /KØB/JRG/JFD

JFDT:\AGENDA\2016\June\Transportation\A ACCEPTING THE RECOMMENDATION OF THE NCAC TO ESTABLISH MORE AGGRESSIVE REQUIREMENTS FOR EMPLOYEE TRANSPORTATION PLANS MEMO.docx

RESOLUTION	I NO.
INDOCEO HOR	1110.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH MORE AGGRESSIVE REQUIREMENTS FOR DEVELOPERS TO PROVIDE EMPLOYEE TRANSPORTATION PLANS AND TO REFER THIS MATTER TO THE LAND USE AND DEVELOPMENT COMMITTEE FOR FURTHER DISCUSSION AND INPUT.

WHEREAS, City of Miami Beach staff reviews Transportation Impact Studies as part of Planning Board applications and some Historic Preservation Board and Design Review Board applications; and

WHEREAS, currently, the City Code only requires certain applications to the Planning Board, Historic Preservation Board, or the Design Review Board seeking land development approvals to provide an employee transportation plan; and

WHEREAS, an employee transportation plan consists of outlining how an employer would incentivize employees to utilize alternative modes of transportation to commute to and from work, other than personal automobiles; and

WHEREAS, employee transportation plans currently recommended by staff, as part of staff's review of traffic studies, include some of the following alternatives:

- Convenient and safe bicycle parking,
- Financial assistance with Citibike membership,
- MDT transit pass subsidy, and
- Participation in the Commuter Services of South Florida Carpool or Vanpool Program; and

WHEREAS, given that this process is not codified, there is currently no legal requirement for employers to provide or comply with employee transportation plans, and the implementation of these plans is not currently enforced unless a plan is specifically required by a land development board order; and

WHEREAS, pursuant to direction from the Neighborhood/Community Affair Committee (NCAC) at its May 13, 2016 meeting, the City researched municipalities with policies addressing employee transportation plans for land developments; and

WHEREAS, such municipalities include the City of Boca Raton, which adopted an ordinance implementing such requirements; and

WHEREAS, the Program in Boca Raton requires that all developments exceeding 50 employees or 30 residential units in the downtown area provide a Transportation Demand Management Plan including one or various demand management strategies, such as flex time, compressed work weeks, telecommuting, car pooling and van pooling, use of transit, and secure indoor bicycle parking; and

WHEREAS, as a further step, the Boca Raton ordinance also requires that developments larger than the established threshold provide van pooling to employees by the fifth year after the issuance of a Certificate of Occupancy or the entering of a Transportation Demand Management Program; and

WHEREAS, in order to implement these practices for developments in the City of Miami Beach, the City would need to develop an ordinance requiring that all developments larger than a previously determined threshold be required to provide an employee transportation plan; and

WHEREAS, to ensure the success of the program, the City would need to develop a method for training and oversight of the program, as well as require developments to provide annual reports on their employee transportation plan; and

WHEREAS, at its May 13, 2016 meeting, the NCAC recommended that the City develop more aggressive requirements for employee transportation plans and that this matter be referred to the Land Use and Development Committee for further input; and

WHEREAS, City staff will prepare a proposed ordinance to comprehensively address the thresholds and requirements for a City of Miami Beach employee transportation plan program.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendations of the Neighborhood/Community Affairs Committee to establish more aggressive requirements for employee transportation plans and to refer this matter to the Land Use and Development Committee for further discussion and input.

PASSED and ADOPTED this 8th day of June, 2016.

ATTEST:	Philip Levine, Mayor								
Rafael E. Granado, City Clerk					- P	,	,		
T:\GENDA\2016\Unne\Transportation\GCCEPTING THE RECOMMENDATION TRANSPORTATION PLANS RESO.doc	OF TH	HE NCAC	то	ESTABLISH	MORE	AGGRESSIVE	REQUIREMENTS	FOR	EMPLOYEE

APPROVED AS TO FORM & LANGUAGE

City Attomey

FOR EXECUTION

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO EXPAND THE CONSTRUCTION PARKING PLAN REQUIREMENTS TO CONSTRUCTION TRANSPORTATION PLAN REQUIREMENTS.

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary:

In February 2015, the City Commission adopted an Ordinance implementing a Construction Parking and Traffic Management Plan intended to mitigate the impact of construction employee vehicles parking for extended periods of time and usurping parking availability all day. Ordinance requires construction projects with a value over \$250,000 to submit a parking plan for their construction workers and establishes fines and fees associated with the program. Under the current ordinance, the following alternatives are available to the Contractor:

- Parking within the construction site in which case contractors must identify the number of spaces that can be accommodated within the construction site while meeting the dimension requirements for each parking space
- Entering into agreements with private parking operators to provide parking spaces for their employees
- Identifying a parking area for their employees outside the City limits and provide transportation for their employees to/from the job site

In cases where a contractor enters into transportation or private parking agreements, copies of such agreements must be provided as part of their Parking Plan. Construction projects approved prior to July 2015 are not required to provide a parking plan. Current parking management plan allows for workers to drive to the City and park either at the construction site or at a private parking facility which contributes to vehicular trips and traffic congestion in the City. While the existing plans have been helpful in limiting construction workers parking in neighborhoods and adversely affecting parking availability for other purposes, there are additional opportunities to reduce traffic in the City by expanding this initiative to include Construction Transportation Plan requirements.

At the May 13, 2016 Neighborhood/Community Affair Committee (NCAC) meeting, staff proposed an amendment to the existing ordinance for consideration by the Committee. Staff proposed that for large construction projects over \$250,000, the City should require contractors to provide parking for their workers outside City limits and provide transportation/shuttle service to the job site as a preferred alternative to parking on-site. The plan must allow for limited parking for construction supervisors who may need to travel to and from the site throughout the day. It is recommended that the City Commission accept the recommendation of the NCAC to expand the construction parking plan requirements to construction transportation plan requirements. Should the City Commission accept the recommendation from the NCAC the Administration will commence the process of amending the existing ordinance.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	Total		
Financial Im	pact Sun	nmary:	

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG <u>26</u>	KGB //	JLM



AGENDATEM R7 Y

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO EXPAND THE CONSTRUCTION **PARKING PLAN** REQUIREMENTS CONSTRUCTION TRANSPORTATION PLAN REQUIREMENTS.

BACKGROUND

In February 2015, the City Commission adopted an Ordinance implementing a Construction Parking and Traffic Management Plan intended to mitigate the impact of construction employee vehicles parking for extended periods of time and usurping parking availability all day. Ordinance requires construction projects with a value over \$250,000 to submit a parking plan for their construction workers and establishes fines and fees associated with the program. Under the current ordinance, the following alternatives are available to the Contractor:

- Parking within the construction site in which case contractors must identify the number of spaces that can be accommodated within the construction site while meeting the dimension requirements for each parking space
- · Entering into agreements with private parking operators to provide parking spaces for their employees
- Identifying a parking area for their employees outside the City limits and provide transportation for their employees to/from the job site

In cases where a contractor enters into transportation or private parking agreements, copies of such agreements must be provided as part of their Parking Plan. Construction projects approved prior to July 2015 are not required to provide a parking plan. Current parking management plan allows for workers to drive to the City and park either at the construction site or at a private parking facility which contributes to vehicular trips and traffic congestion in the City. While the existing plans have been helpful in limiting construction workers parking in neighborhoods and adversely affecting parking availability for other purposes, there are additional opportunities to reduce traffic in the City by expanding this initiative to include Construction Transportation Plan requirements.

Commission Memorandum
Accepting NCAC Recommendation to Expand the Construction Parking Plan Requirements to Construction Transportation Plan
Requirements
June 8, 2016
Page 2 of 2

ANALYSIS

At the May 13, 2016 Neighborhood/Community Affair Committee (NCAC) meeting, staff proposed a recommendation for an amendment to the existing ordinance for consideration by the Committee. Staff proposed that for large construction projects over \$250,000, the City should require contractors to provide parking for their workers outside City limits and provide transportation/shuttle service to the job site as a preferred alternative to parking on-site. The plan must allow for limited parking for construction supervisors who may need to travel to and from the site throughout the day.

If the NCAC recommendation is accepted by the City Commission, the Administration will commence the process of amending the existing ordinance.

RECOMMENDATION

It is recommended that the City Commission accept the recommendation of the NCAC to expand the construction parking plan requirements to construction transportation plan requirements

JLM /kGB/JRG/JFD

JFDT:\AGENDA\2016\June\Transportation\ACCEPTING THE RECOMMENDATION OF THE NCAC TO EXPAND THE CONSTRUCTION PARKING PLAN REQUIREMENTS TO CONSTRUCTION TRANSPORTATION PLAN MEMO.docx

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO EXPAND THE CITY'S CURRENT CONSTRUCTION PARKING PLAN REQUIREMENTS TO INCLUDE CONSTRUCTION TRANSPORTATION PLAN REQUIREMENTS.

WHEREAS, on February 11, 2015, the City Commission adopted Ordinance No. 2015-3922, implementing a Construction Parking and Traffic Management Plan (CPTMP) requirement, which is intended to mitigate the impact of construction employee vehicles parking for extended periods of time and usurping available parking for extended periods of time; and

WHEREAS, Ordinance No. 2015-3922 requires construction projects with a value greater than \$250,000 to submit a parking plan for their construction workers, and establishes fines and fees associated with the CPTMP program; and

WHEREAS, under Ordinance No. 2015-3922, the following alternatives are available to the contractor:

- Parking within the construction site, in which case contractors must identify the number of spaces that can be accommodated within the construction site while meeting the dimension requirements for each parking space,
- Entering into agreements with private parking operators to provide parking spaces for construction employees, or
- Identifying a parking area located outside the City, for contractors' employees, and providing transportation to/from the job site; and

WHEREAS, the current CPTMP Program allows for workers to drive to the City and park either at the construction site or at a private parking facility, either of which would contribute to vehicular trips and traffic congestion in the City; and

WHEREAS, while the existing plans have been helpful in limiting the number of construction workers who park in neighborhoods and making more parking available for other purposes, traffic in the City could be further reduced by expanding the requirements of the CPTMP Program to include holistic transportation and parking requirements; and

WHEREAS, at the May 13, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, staff proposed an amendment to the existing CPTMP Ordinance to address traffic management concerns; and

WHEREAS, staff proposed that, for large construction projects over \$250,000, the City should require contractors to provide parking, outside City limits, for their workers and provide transportation/shuttle service to the job site as a preferred alternative to parking on-site; and

WHEREAS, the Mayor and City Commission hereby accept the recommendation of the NCAC and direct Administration to prepare an amendment to the existing CPTMP Ordinance.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee to expand the construction parking plan requirements to include construction transportation plan requirements.

PASSED and ADOPTED this 8th day of June, 2016.

ATTEST:		
	Philip Levine, Mayor	
Rafael E. Granado, City Clerk		

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APPROVED AS TO

City Attorney

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NEW BUSINESS AND COMMISSION REQUESTS



COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

From:

Rafael Granado, City Clerk

Date:

June 8, 2016

Subject: BOARDS AND COMMITTEES

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

ANALYSIS:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	Page #
Ad Hoc Host 2017 U.S. Conference of Mayors	10	Mayor Philip Levine	10	1
Affordable Housing Advisory Committee	18	City Commission	2	2
Budget Advisory Committee	9	City Commission	1	9
Committee on the Homeless	9	Mayor Philip Levine	1	12
Design Review Board	8	City Manager Jimmy L. Morales	1	14
Housing Authority	5	Mayor Philip Levine	1	21
Miami Beach Sister Cities Program	22	Mayor Philip Levine	2	33
Police/Citizens Relations Committee	14	Commissioner Kristen Rosen Gonzalez	1	41

VACANCY REPORT

Appointor Name	Board Name	Vacancy	Total Members
	A CALL THE STORY OF THE STREET, THE STREET, ST		
	Affordable Housing Advisory Committee	2	18
	Budget Advisory Committee	1	9
On his hage lingray Limin	elec .	er egypte egy	
	Design Review Board	1	8
Commissioner Kristen Rose	en Gonzalez		
	Police/Citizens Relations Committee	1	14
Mayor Philip Levine	Committee of Committee of the Committee		
	Ad Hoc Host 2017 U.S. Conference of Mayors	10	10
	Committee on the Homeless	1	9
	Housing Authority	1	5
	Miami Beach Sister Cities Program	2	22



Ad Hoc Host 2017 U.S. Conference of Mayors

2016-29276

Composition:

- 1. The City of Miami Beach's hosting of the June 2017 United States Conference of Mayors Annual Meeting in the City of Miami Beach serves a public purpose.
- 2. An Ad Hoc Host Committee for said 2017 Annual Meeting is hereby created, whose purpose is to raise funds for the City's costs in hosting the 2017 Annual Meeting
- 3. The Ad Hoc Host Committee shall be composed of up to ten (10) members to be direct appointees of the Mayor.
- 4. Ad Hoc Host Committee member terms shall commence on January 14, 2016 for an initial one year term, followed by an additional term through and including June 30, 2017 (subject to earlier or later sunset by the City Commission).
- 5. The City is hereby authorized to accept donations for this public purpose, and the City Manager, or his designee, is authorized to make such expenditures and/or reimbursements from the donations in furtherance of and consistent with the aforestated public purpose served by the City's hosting of 2017 United States Conference of Mayors Annual Meetings. City Liaison:

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Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Members:		



Affordable Housing Advisory Committee

Composition:

The Committee shall consist of eighteen (18) voting members with two-year terms.

Seven (7) members of the Affordable Housing Advisory Committee shall be direct appointments, one made by the Mayor and each Commissioner.

Sec. 2-167

The direct appointee shall either be:

- (i) a resident of a locally designated community development target area for a minimum of six months; or
- (ii) demonstrate ownership/interest for a minimum of six months in a business established in a locally designated community development target area for a minimum of six months.

The remaining eleven (11) members shall be appointed at-large by a majority vote of the Mayor and City Commission, as follows:

- 1. One citizen actively engaged in the residential home building industry in connection with affordable housing;
- 2. One citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- 3. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- 4. One citizen actively engaged as an advocate for low-income persons in connection with affordable housing;
- 5. One citizen actively engaged as a for-profit provider of affordable housing;
- 6. One citizen actively engaged as a not-for-profit provider of affordable housing;
- 7. One citizen actively engaged as a real estate professional in connection with affordable housing;
- 8. One citizen who actively serves on the local planning agency pursuant to Florida Statute §163.3174 (Planning Board member);
- 9. One citizen who resides within the jurisdiction of the local governing body making the appointments;
- 10. One citizen who represents employers within the jurisdiction;
- 11. One citizen who represents essential services personnel, as defined in the local housing assistance plan.

If the City, due to the presence of a conflict of interest by prospective appointees, or other reasonable factor, is unable to appoint a citizen actively engaged in these activities in connection with affordable housing, a citizen engaged in the activity without regard to affordable housing may be appointed.

City Liaison: Richard Bowman

Vacancy:

Vacant	(11) Represents Essential Services Personnel	12/31/2016	City Commission
Vacant	(3) Represents Areas of Labor In Connection with Affordable Housing	12/31/2016	City Commission

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alexander	Orlofsky		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Allison	Stone	(5) For Profit Provider	12/31/2016	City Commission	12/31/2020
Beth	Butler	(10) Represents Employers With Jurisdiction	12/31/2017	City Commission	12/31/2021
David	Smith	(2) Actively Engaged in Banking/Mortgage Industry	12/31/2016	City Commission	12/31/2020
Francis	Trullenque	(4) Low-Income Advocate	12/31/2017	City Commission	12/31/2021
Jeffrey	Feldman	(8) Actively Serves on Local Planning Agency	12/31/2017	City Commission	12/31/2019
Karen	Fryd		12/31/2017	Commissioner Joy Malakoff	12/31/2021
Matthew	Land		12/31/2017	Commissioner John Alemán	12/31/2023
Mayela	Mueller		12/31/2016	Mayor Philip Levine	12/31/2021
Michael	Feldman	(9) Resides with Jurisdiction of Local Governing Body	12/31/2016	City Commission	12/31/2022

Friday, May 27, 2016 2 of 47



First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:		
Pilar	Carvajal	(1) Residential Home Building	12/31/2016	City Commission	12/31/2021		
Roger	Shields		12/31/2016	Commissioner Ricky Arriola	12/31/2023		
Sarah	Leddick		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023		
Seth	Feuer		12/31/2016	Commissioner Michael Grieco	12/31/2021		
Sixto	Acea	(6) Not for Profit	12/31/2017	City Commission	12/31/2021		
Suzanne	Hollander	(7) Real Estate Professional	12/31/2017	City Commission	12/31/2019		
Applicants			Applic	Applicants			
Barbara Gotli	nsky		Britta Hanson				
Craig Smith			Dale Gratz				
Dr. Barry Rag	jone		Eric Lawrence				
Francis Trulle	enue		Guy Simani				
Howard Weis	s		lan Bacheikov				
Jackson Ked	dell		Jamie Straz				
Janie Hayes			Jordan Nadel				
Joseph Lande	esman		Josephine Pampanas				
Juan Rojas			Lawrence Raab				
Lisett Fernandez			Lori Bakkum				
Mendy Lieberman			Miguel Brizuela				
Prakash Kum	nar		Stanley Shapiro				
			•				

Stephen Bernstein

Stephanie Berman



Art in Public Places Committee

Composition:

Two (2) year term.

Appointed by a minimum of 4 votes.

Seven (7) members to be appointed by a majority of the entire City Commission, and who shall possess a high degree of competence in evaluation of art history and architectural history, art, architecture, sculpture, painting, artistic structure design and other appropriate art media for display or integration in public places.

Sec. 82-561

City Liaison: Dennis Leyva

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Cathy	Byrd		12/31/2016	City Commission	12/31/2019
Chana	Sheldon		12/31/2017	City Commission	12/31/2019
Janda	Wetherington TL		12/31/2016	City Commission	12/31/2016
Megan	Riley TL		12/31/2016	City Commission	12/31/2016
Ombretta	Agro Andruff		12/31/2017	City Commission	12/31/2019
Patricia	Frost		12/31/2017	City Commission	12/31/2019
Susan	Caraballo		12/31/2016	City Commission	12/31/2018

Susan Caraballo	12/31/2016 City Commission	12/31/201
Applicants	Applicants	
Adrian Gonzalez	Adrienne Krieger	
Alexander Orlofsky	Allee Newhoff	
Calvin Kohli	Carolyn Baumel	
Cindy Brown	Craig Garmendia	
Dale Stine	Elizabeth Schwartz	
Eric Montes de Oca	Francinelee Hand	
Francis Trullenque	Keren Bajaroff	
Laura Levey	Laurence Moser	
Leslie Tobin	Lori Bakkum	
Marjorie O'Neill-Buttler	Michael McManus	
Michelle Ricci	Mirta Limonta	
Monica Matteo-Salinas	Nancy Bernstein	
Roger Baumann	Sarah Leddick	
Scott Robins	Susan Schemer	
Thomas Musca	Vanessa Menkes	
Veronica Camacho-Krieger		



Audit Committee FS 218.391 & 218.39

Composition:

The members of this Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. The primary purpose of the Committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in FS 218.39; however, the Audit Committee may serve other audit oversight purposes as determined by the entity's governing body.

Under FS 218.391 the committee shall:

- 1. Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm;
- 2. Evaluate proposals provided by qualified firms; and
- 3. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services.

City Liaison: James Sutter

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Arthur	Unger	CPA	12/31/2017	Commissioner Joy Malakoff	FS.218.391
Bryan	Rosenfeld	CPA	12/31/2017	Commissioner John Alemán	FS.218.391
Marc	Gidney	CPA	12/31/2017	Commissioner Micky Steinberg	FS.218.391
Michael	Weil	Chair	12/31/2016	Mayor Philip Levine	FS.218.391
Patricia	Valderrama	Chair	12/31/2017	Commissioner Kristen Rosen Gonzalez	FS.218.391
Ronald	Starkman	Chair	12/31/2016	Commissioner Michael Grieco	FS.218.391
Sandford	Horwitz	CPA	12/31/2016	Commissioner Ricky Arriola	FS.218.391

Applicants Applicants

Deede Weithorn Richard Comisky



Beachfront Management Plan Ad-Hoc Advisory Group

FS §259.032(8)(b)/Reso 2016-29407/2015-29009

Composition:

The City of Miami Beach leases the property eastward of the erosion control line (ECL) from the State of Florida. This lease agreement requires the City to submit an updated land management plan every 10 years for the State's approval. The City's land management plan, also known as the City's Beachfront Management Plan, must outline the property's uses, management activities, and planned projects.

In accordance with Section 259.032(10) of the Florida Statutes, the City must create an advisory group of community stakeholders to review the updated Beachfront Management Plan and to provide comments. The advisory group shall include representatives of: the lead land managing agency, the co-managing entities, local private property owners, the appropriate soil and water conservation district, a local conservation organization, and a local elected official.

The terms of the Beachfront Management Plan Ad-Hoc Advisory Group, pursuant to Resolution 2015-29009, shall commence June 1, 2015 and expire on June 1, 2016. At the April 15, 2015 City Commission meeting, the City Commission appointed Commissioner Michael Grieco as the local elected official to the ad-hoc advisory group. The other members of the ad-hoc advisory group shall be as follows:

Representing the lead managing agency: 1) The City's Tourism, Cultural, and Economic Development Department Director, or his designee; 2) The City's Environment and Sustainability Division head, or her designee; 3) The City's Ocean Rescue Division Chief, or his designee.

Representing Miami-Dade County, a co-managing agency: 1) An appointee of the County's Beach Operations program; and 2) An appointee of the County's Beach Re-nourishment program.

Representing the State of Florida, a co-managing agency: 1) An appointee of the Florida Department of Environmental Protection's Coastal Construction Control Line Program.

Representing local private property owners: 1) A member of the Sustainability Committee; 2) The Chairman of the Marine Authority and Waterfront Protection Committee; and 3) An appointee of the Boucher Brothers.

Representing the appropriate soil and water conservation district: 1) An appointee of the South Dade Soil and Water Conservation District.

Representing a local conservation organization: 1) Urban Conservation Director at The Nature Conservancy. Expires on May 31, 2017.

*All appointments made pursuant to Resolution 2016-29407

City Liaison: Elizabeth Wheaton

Vacancy:

Vacant

South Dade Soil & Water Conservation District *

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Greg	Guannel	The Nature Conservancy Urban Conservation Director *	05/31/2017		05/31/2017
Elizabeth	Wheaton	Environment & Sustainability Division Head or designee *	05/31/2017		
Vincent	Canosa	Ocean Rescue Division Chief *	05/31/2017		05/31/2017
Steve	Boucher	Boucher Brothers appointee *	05/31/2017		05/31/2017
Sean	Leather	Miami-Dade County's Beach Operations Program *	05/31/2017		05/31/2017
Lisa	Spadafina	Miami-Dade County's Beach Renourishment Program *	05/31/2017		05/31/2017

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Boards and Committees Current Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Christian	Lambright	FLA Dept./Env. Protection's Coastal Construction Control Line *	05/31/2017		05/31/2017
Daniel	Kipnis	Marine Authority & Waterfront Protection Committee Chairman *	05/31/2017		05/31/2017
Max	Sklar	Tourism, Culture & Economic Development Director *	05/31/2017		05/31/2017
Michael	Grieco	Local Elected Official *	05/31/2017		05/31/2017
Steve	Vincenti	Sustainability Committee Member *	05/31/2017		05/31/2017



Board of Adjustment

RSA I-2 Sec 118-131

Composition:

Two (2) year term.

Appointed by a 5/7th vote.

Seven (7) voting members composed of two members appointed as citizens at-large and five members shall be appointed from each of the following categories (no more than one per category), namely: Law, Architecture, Engineering, Real Estate Development, Certified Public Accountant, Financial Consultation, and General Business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community; the member representing the field of financial consultation shall be a Certified Public Accountant, Chartered Financial Analyst, Certified Financial Planner, a Chartered Financial Consultant or investment advisor registered with the Securities and Exchange Commission, or someone recognized as having similar credentials and duly licensed by the State of Florida.

Members shall be appointed for a term of two years by a 5/7th vote of the City Commission. Members of the Board of Adjustment must be either residents of or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the Board of Adjustment.

City Liaison: Michael Belush

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Barton	Goldberg	Financial Advisor	12/31/2017	City Commission	12/31/2019
Daniel	Nagler	General Business	12/31/2017	City Commission	12/31/2021
Heidi	Tandy	At-Large	12/31/2017	City Commission	12/31/2019
James	Orlowsky	CPA	12/31/2017	City Commission	12/31/2021
Noah	Fox	Real Estate Developer	12/31/2016	City Commission	12/31/2018
Richard	Baron	At-Large	12/31/2016	City Commission	12/31/2021
Richard	Segal	Law	12/31/2016	City Commission	12/31/2021

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Applicants	Applicants
Aaron Davis	Andres Asion
Bradley Colmer	Brian Ehrlich
David Wieder	Deborah Castillo
Frank Del Vecchio	Gabriel Paez
lan Bacheikov	Jack Benveniste
James Silvers	Jared Galbut
Jeff Cynamon	Kathleen Phang
Kristen Rosen Gonzalez	Lawrence Seitz
Lawrence Seitz	Mark Alhadeff
Muayad Abbas	Nelson Fox
Ray Breslin	Ray Breslin
Roberta Gould	Seth Frohlich
Victor Ballestas	



Budget Advisory Committee

Sec. 2-44

Composition:

Nine (9) members. Seven (7) direct appointments with Mayor and each Commissioner making one (1) appointment.

Two (2) at-large appointments:

one (1) certified public accountant and

one (1) for a financial advisor.

City Liaison: Cintya Ramos

Vacancy:

To replace Marc Gidney CPA 12/31/2016 City Commission

M	le	m	b	е	r	S	

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brian	Harris	Financial Advisor	12/31/2016	City Commission	12/31/2019
Carl	Linder		12/31/2017	Commissioner Michael Grieco	12/31/2023
Jonathan	Fryd		12/31/2017	Mayor Philip Levine	12/31/2022
Jonathan	Beloff		12/31/2017	Commissioner Joy Malakoff	12/31/2023
Joseph	Landesman		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Ronald	Starkman	Chair	12/31/2016	Commissioner Micky Steinberg	12/31/2021
Steve	Zuckerman		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Susan	Rosenthal		12/31/2017	Commissioner John Alemán	12/31/2023

Applicants	Applicants
Beth Emerson	Brett Harris
Bryan Rosenfeld	Dwight Kraai
Elliott Richard Alhadeff	Gia Kastelic
Guy Simani	Jason Witrock
John Bowes	Joseph Landesman
Lisett Fernandez	Mario Coryell
Mark Samuelian	Michael Levine
Mirta Limonta	Noah Fox
Noah Fox	Rachel Schuster
Regina Suarez	Richard Comisky
Robert Schwartz	Stephen Zack



Committee for Quality Education in Miami Beach

Sec. 2-190.134

Composition:

The Committee shall consist of fifteen (15) voting members and three non-voting ex-officio members to be comprised as follows.

A representative from each of the following eight schools, selected by the Parent Teacher Association:

North Beach Elementary,

Biscayne Elementary,

Feinberg-Fisher K-8 Center,

South Pointe Elementary,

Nautilus Middle School,

Miami Beach High School,

Ruth K. Broad K-8 Center,

Treasure Island Elementary School,

and seven (7) members of the public with knowledge or expertise with regard to education issues who shall be direct appointments by the Mayor and City Commissioners with no more than three who can be employed or contracted by Miami-Dade County public schools.

The City Commission shall designate two (2) of its members to serve as City Commission liaisons, who shall report to the City Commission actions of the Committee for Quality Education. The City Manager shall further designate a member of City staff to serve as a liaison who shall report the Committee's actions to the City Manager.

City Liaison: Dr. Leslie Rosenfeld

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Betsy	Mateu		12/31/2016	Mayor Philip Levine	12/31/2021
John	Alemán	City Commission Designee	11/30/2019	City Commission	11/30/2019
Joshua	Levy		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Judith	Berson- Levinson		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Karen	Edelstein		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Micky	Steinberg	City Commission Designee	11/30/2017	City Commission	
Stewart	Turner		12/31/2016	Commissioner Michael Grieco	12/31/2023
Tiffany	Heckler		12/31/2017	Commissioner John Alemán	12/31/2023
Yvette	Tache		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Beth	Edwards	PTA Representative-Nautilus Middle School 06.30.15	06/30/2017		
Beverly	Heller	PTA RepNorth Beach Elementary School 06.30.15	06/30/2017		
Elisa	Leone	PTA Rep Biscayne Elementary 06.30.14	06/30/2016		
Ivette	Birba	PTA RepFeinberg Fisher K-8 06.30.15	06/30/2016		
Jordan	Leonard	PTA Rep Ruth K. Broad K-8 06.30.15	06/30/2016		
Kayla	Rynor	PTA Rep Miami Beach Sr. High School 06.30.15	06/30/2016		
Rosa	Neely	PTA RepTreasure Island Elementary 06.30.14	06/30/2016		
Faiza	Liban	PTA Rep. South Pointe Elementary 6.30.15	06/30/2017		



Applicants

Elsa Orlandini

Eric Montes de Oca

Ivan Montes

Janet Horwitz

Keren Bajaroff

Laurie Kaye Davis

Marjorie York

Melissa Sheppard-Broad

Peter Matos

Tashaunda Washington

Applicants

Enid Rodriguez

Hicham Moujahid

Ivan Montes

Jessica Burns

Kristen Rosen Gonzalez

Lynette Long

Mary Keinath

Pamela Brumer

Richard Hull



Committee on the Homeless

Sec. 2-161

Composition:

The Committee shall consist of nine (9) members, three (3) to be appointed by the Mayor and each Commissioner to appoint one (1) member.

Each member of the committee shall be selected from membership in an organization such as, but not limited to the following:

- (1) Service Providers:
 - a. Douglas Gardens Community Mental Health.
 - b. The Salvation Army.
 - c. Better Way of Miami.
 - d. Miami-Dade County Homeless Trust.
- (2) Civic Representation:
 - a. Neighborhood, business, or homeowner association in an area of the City impacted by homeless issues.
 - b. A not-for-profit 501(c)(3) organization that promotes the health and welfare of homeless individuals.
 - c. Member of the general public with personal or professional experience with homeless issues.

The supporting department of the committee is the office of Housing and Community Services with the Police Department as a co-liaison to the committee.

City Liaison: Alba Tarre

Zeiven Beitchman

Vacancy:

Vacant

Members:					
First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Calvin	Kohli		12/31/2016	Commissioner Joy Malakoff	12/31/2022
Debra	Schwartz		12/31/2017	Mayor Philip Levine	12/31/2021
Dona	Zemo		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Freddy	Funes		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Gail	Harris TL		12/31/2016	Mayor Philip Levine	12/31/2016
Lori	Bakkum		12/31/2017	Commissioner Michael Grieco	12/31/2023
Lourdes	Oroza		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Valerie	Navarrete		12/31/2017	Commissioner John Alemán	12/31/2022

12/31/2016

Mayor Philip Levine

Applicants	Applicants
Dale Gratz	Darren Cefalu
Deborah Robins	Eda Valero-Figueira
Helen Swartz	Lior Leser
Luz Diaz	Magui Benitez
Marina Aviles	Mark Wylie
Monica Casanova	Muayad Abbas
Patricia Valderrama	Robert Gonzalez
Rocio Sullivan	Rosalie Pincus
Stanley Shapiro	Stephanie Berman



Convention Center Advisory Board

Sec. 2-46

Composition:

The Board shall consist of seven (7) voting members.

The Mayor and each Commissioner shall make one (1) direct appointment.

The Chairperson of the Board of Directors of the Miami Beach Chamber of Commerce or his/her designee shall serve as a non-voting ex-officio member.

The Chairperson of the Board of Directors of the Greater Miami Convention and Visitors Bureau or his designee shall serve as a non-voting ex-officio member.

Administrative representatives from the management group, Greater Miami Convention and Visitors Bureau, and the City Manager's office shall serve as non-voting ex-officio members.

City Liaison: Max Sklar

Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Andres	Asion		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Brian	Gilderman		12/31/2016	Mayor Philip Levine	12/31/2022
Elizabeth	Resnick		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2020
Laurence	Herrup		12/31/2017	Commissioner Joy Malakoff	12/31/2023
Lior	Leser		12/31/2017	Commissioner John Alemán	12/31/2023
Michael	Goldberg		12/31/2016	Commissioner Michael Grieco	12/31/2021
Peter	Matos		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Ita	Moriarty	Ex-officio, GMCVB Admin. Rep.			
Joshua	Levy	Ex-officio, Chair Bd. Dir. MBCC			
Matt	Hollander	Ex-officio, Global Spectrum Admin. Rep.			
Applicants			Applic	ants	
Adam Kravitz			Parha	ra Gatlinsky	

Applicants	Applicants
Applicants	••
Adam Kravitz	Barbara Gotlinsky
Carl Linder	Carl Linder
David Kahn	Gayle Durham
Howard Weiss	James Weingarten
Jared Galbut	John Lee
Karen Brown	Keren Bajaroff
Laurence Moser	Lawrence Raab
Lee Zimmerman	Leslie Coller
lior leser	Mark Wylie
Mark Wohl	Mendy Lieberman
Michael Bernstein	Nawaz Gilani
Tiva Leser	Victor Ballestas



Design Review Board

Composition:

Two (2) year term.

Appointed by a minimum of 4 votes.

Seven (7) regular members shall consist of:

- 1. Two architects registered in the United States;
- 2. An architect registered in the State of Florida or a member of the faculty of the school of architecture, urban planning, or urban design in the State, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture, or a professional practicing in the fields of architectural design, or urban planning;

Sec. 118-71

- 3. One landscape architect registered in the State of Florida;
- 4. One architect registered in the United States, or a professional practicing in the fields of architectural or urban design, or urban planning, or a resident with demonstrated interest or background in design issues; or an attorney in good standing licensed to practice law within the United States; and
- 5. Two citizens at-large.

One person appointed by the City Manager from an eligibility list provided by the Disability Access Committee shall serve in an advisory capacity with no voting authority. The Planning Director or designee, and the City Attorney or designee, shall serve in an advisory capacity.

Residency and or place of business in the county. The two (2) citizens at-large members, one of the registered landscape architects, registered architects, professional designers and/or professional urban planners shall be residents of the City.

City Liaison: Deborah Tackett

Vacancy:

Vacant	Ex-Officio/Disability Access	12/31/2016	City Manager Jimmy L.
	Committee		Morales

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Annabel	Delgado- Harrington	Registered Architect	12/31/2017	City Commission	12/31/2019
Carol	Housen TL	At-large	12/31/2016	City Commission	12/31/2016
Deena	Bell	Landscape Architect	12/31/2017	City Commission	12/31/2020
Elizabeth	Camargo	Registered Architect	12/31/2017	City Commission	12/31/2019
John	Turchin	At-Large	12/31/2017	City Commission	12/31/2019
Kathleen	Phang	Attorney	12/31/2016	City Commission	12/31/2019
Michael	Steffens	Registered Architect	12/31/2016	City Commission	12/31/2020
Eve	Boutsis	Advisory/City Attorney Designee			
Thomas	Mooney	Advisory/Planning Dept. Director			

Applicants	Applicants
	Alexander Orlofsky
Andres Asion	Andres Asion
Bradley Colmer	Brian Ehrlich
Bryan Rosenfeld	Christina LaBuzetta
Clotilde Luce	Daniel Hertzberg
David Kahn	David Smith
Deborah Castillo	Francinelee Hand

Friday, May 27, 2016 14 of 47



Jack Finglass

Jean-Francois Lejeune

Joseph Furst

Lawrence Seitz

Manuel (Mickey) Minagorri

Marvin Weinstein

Michael Barrineau

Nelson Fox

Ruben Conitzer

Stacy Kilroy

Terry Bienstock

Victor Morales

Jamie Straz

Jeffrey Cohen

Kirk Paskal

Lawrence Seitz

Marina Novaes

Matthew Krieger

Neal Deputy

Richard Baron

Seth Frohlich

Suzanne Hollander

Victor Ballestas



Disability Access Committee

2006-3500 S 2-31

Composition:

The disability access committee shall be composed of 14 voting members; the mayor and each city commissioner shall make two direct appointments. A quorum shall consist of eight members. Formal action of the board shall require at least eight votes. Consideration shall be given, but not be limited to, the following categories:

Persons having mobility impairment;

Deaf and/or hard-of-hearing persons in the community;

Blind and/or vision-impaired persons in the community;

Mental, cognitive or developmental disabilities; and

The industries of tourism and convention, retail, hospitality (restaurant or hotel), and health care (or rehabilitation).

The city attorney's office shall provide legal counsel.

City Liaison: Valeria Mejia

Members:

Zachary Cohen

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	McCauley		12/31/2016	Commissioner Joy Malakoff	12/31/2020
Eddie	Sierra		12/31/2017	Commissioner John Alemán	12/31/2023
Elsa	Orlandini		12/31/2016	Commissioner Michael Grieco	12/31/2021
Gloria	Salom		12/31/2016	Commissioner Kristen Rosen Gonzalez	12/31/2023
Helen	Swartz		12/31/2017	Commissioner Joy Malakoff	12/31/2018
Lawrence	Fuller		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Michael	Bernstein		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Nancy	Soler-Rammos		12/31/2017	Commissioner John Alemán	12/31/2023
Oliver	Stern		12/31/2016	Commissioner Michael Grieco	12/31/2021
Roger	Abramson		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Russell	Hartstein		12/31/2017	Mayor Philip Levine	12/31/2019
Sabrina	Cohen		12/31/2016	Commissioner Ricky Arriola	12/31/2017
Susana	Maroder- Rivera		12/31/2016	Commissioner Micky Steinberg	12/31/2019
Wendy	Unger TL		12/31/2016	Mayor Philip Levine	12/31/2016

ApplicantsApplicantsAllison StoneBritta HansonDavid NewJared PlittJarred ReilingJarred ReilingMaria KollerRafael Trevino

Friday, May 27, 2016 16 of 47



Health Advisory Committee

Sec. 2-81 2002-3358

Composition:

Eleven (11) voting members appointed by the City Commission at-large upon recommendations of the City Manager:

One (1) member shall be the Chief Executive Officer (CEO's) or a designated administrator from Mount Sinai Medical Center;

One (1) member shall be the Chief Executive Officer (CEO) from Miami Beach Community Health Center or his/her designee administrator;

Two (2) members shall be an administrator from an Adult Congregate Living Facility (ACLF), and/or an Assisted Living Facility (ALF);

One (1) member shall be a representative from the nursing profession;

One (1) member shall be a health benefits provider;

Two (2) members shall be physicians;

Two (2) members shall be consumers consisting of:

1. One (1) individual from the corporate level and;

2. One (1) private individual;

One member shall be a physician or an individual with medical training or experience.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami-Dade County Health Department, the Health Council of South Florida, and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.

City Liaison: Sonia Bridges

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Francois	Betancourt	Ex-Officio Fire Rescue Department	12/31/2018		
Alan	Nieder	Private Individual	12/31/2017	City Commission	12/31/2021
Anthony	Japour TL	ACLF	12/31/2016	City Commission	12/31/2016
Dr. Todd	Narson TL	Health Provider	12/31/2016	City Commission	12/31/2016
Jeremy	Green	Physician	12/31/2017	City Commission	12/31/2019
Karen	Rivo	Nursing Profession	12/31/2017	City Commission	12/31/2021
Marisel	Losa	Ex-Officio, Miami-Dade County Health Department	12/31/2016	City Commission	
Mark	Rabinowitz	CEO, Miami Beach Community Health	12/31/2016	City Commission	
Rachel	Schuster TL	ACLF	12/31/2016	City Commission	12/31/2016
Richard	Cuello-Fuentes	Physician	12/31/2017	City Commission	12/31/2022
Richard	Awdeh	Corporate Individual	12/31/2017	City Commission	12/31/2020
Stacey	Kruger TL	Physician	12/31/2016	City Commission	12/31/2016
Steven	Sonenreich	CEO, Mt. Sinai Medical Center (NTL)	12/31/2016	City Commission	12/31/2020
Maria	Ruiz	Ex-Officio, Director of Children's Affairs			

Applicants	Applicants
Christine Butler	Craig Garmendia
David Berger	Janie Hayes
Jared Plitt	Kara White
Maura Shiffman	Michael Hall
Sixto Acea	Zachary Cohen



Health Facilities Authority Board

Composition:

Four (4) year terms.

Five (5) members shall consist of:

Two (2) health providers;

One (1) individual in the field of general business who possesses good standing in the community;

One (1) accountant; and

One (1) attorney;

The Chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority. Members shall be residents of the City.

Sec. 2-111

Florida Statute 154.207 No term Limits.

City Liaison: Juan Rodriguez

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Arthur	Unger	Accountant	06/19/2016	City Commission	FS.154.207
Mark	Sinnreich	Health Provider	06/19/2016	City Commission	FS.154.207
Michael	Hall	Health Provider	06/19/2018	City Commission	FS.154.207
Robert	Hertzberg	Attorney	06/19/2017	City Commission	FS.154.207
Sidney	Goldin	General Business	06/19/2018	City Commission	FS.154.207
Steven	Sonenreich	Chairperson, Health Advisory Board	12/31/2016		FS.154.207

Applicants Applicants

Alan Nieder Dr. David Farcy

Elsa Orlandini Pilar Carvajal

Rachel Schuster Richard Cuello-Fuentes

Rosalie Pincus Zachary Cohen



Hispanic Affairs Committee

Sec. 2-190.21

Composition:

The Committee shall consist of seven (7) members, with the Mayor and each Commissioner making one (1) appointment.

City Liaison: Katherine Gonzalez

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alex	Fernandez		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2021
Ana Cecilia	Velasco		12/31/2016	Commissioner Michael Grieco	12/31/2021
Christina	LaBuzetta		12/31/2016	Mayor Philip Levine	12/31/2021
Heriberto (Herb)	Sosa		12/31/2016	Commissioner John Alemán	12/31/2023
Luz	Diaz		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Miguel	Brizuela		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Regina	Suarez		12/31/2017	Commissioner Joy Malakoff	12/31/2023

Applicants

Antonio Purrinos

Eneida Mena

Josephine Pampanas

Rafael Trevino

Wil Martinez

Applicants

David Cardenas

Israel Sands

Leonor Fernandez

Sixto Acea



Historic Preservation Board

Composition:

Two (2) year term, appointed by a minimum of four (4) votes.

Seven (7) members with one member from each of the following categories:

1. A representative from the Miami Design Preservation League (MDPL) selected from three names nominated by the League;

Sec. 118-101

- 2. A representative from Dade Heritage Trust (DHT) selected from three names nominated by the Trust;
- 3. Two at-large members who have resided in one of the City's historic districts for at least one year, and have demonstrated interest and knowledge in architectural or urban design and the preservation of historic buildings;
- 4. An architect registered in the State of Florida with practical experience in the rehabilitation of historic structures;
- 5. An architect registered in the United States, a landscape architect registered in the State of Florida, a professional practicing in the field of architectural or urban design or urban planning, each of the foregoing with practical experience in the rehabilitation of historic structures; or an attorney at law licensed to practice in the United States, or an engineer licensed in the State of Florida, each of the foregoing with professional experience and demonstrated interest in historic preservation;
- 6. A member of the faculty of a school of architecture in the State of Florida, with academic expertise in the field of design and historic preservation or the history of architecture, with a preference for an individual with practical experience in architecture and the preservation of historic structures.

All members of the Board except the architect, engineer, landscape architect, professional practicing in the field of architectural or urban design or urban planning and university faculty members of the Board, shall be residents of the City; however, the City Commission may waive this requirement by a 5/7th vote, in the event a person not meeting these residency requirements is available to serve on the Board and is exceptionally qualified by training and/or experience in historic preservation matters.

City Liaison: Deborah Tackett

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Dominique	Bailleul TL	At Large	12/31/2016	City Commission	12/31/2016
Jack	Finglass	At Large	12/31/2017	City Commission	12/31/2021
Jane	Gross TL	Dade Heritage	12/31/2016	City Commission	12/31/2016
John	Stuart	Registered Architect	12/31/2017	City Commission	12/31/2019
Scott	Needelman	MDPL	12/31/2016	City Commission	12/31/2020
Stevan	Pardo	Attorney	12/31/2017	City Commission	12/31/2021
Wyn	Bradley	Faculty Member	12/31/2017	City Commission	12/31/2019

Applicants	Applicants
Andrew Nelson	Bradford Bonessi
Bradley Colmer	Deborah Castillo
Dona Zemo	Elizabeth Camargo
Jean-Francois Lejeune	Jeffrey Cohen
Jennifer Lampert	Kathleen Phang
Kirk Paskal	Lawrence Seitz
Lawrence Seitz	Marina Novaes
Mark Alhadeff	Mendy Lieberman
Michael Barrineau	Michael Steffens
Morris Sunshine	Neal Deputy
Raymond Adrian	Roger Baumann
Samuel Rabin, Jr.	Stephen Sauls
Stevan Pardo	William Lane

Friday, May 27, 2016 20 of 47



Housing Authority

Reso 7031 421.05 FS

Composition:

Four year appointment.

Five (5) members appointed by the Mayor.

Appointments must be confirmed by the City Commission.

At least one (1) member shall be a resident who is current in rent in a housing project, or a person of low or very low income who resides within the Housing Authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the Housing Authority, which member shall be appointed at the time a vacancy exists.

City Liaison: Maria Ruiz

Vacancy:

To replace Peter Chevalier **Housing Authority** 10/11/2015

Commissioner

Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	Greeff	Housing Authority Commissioner	10/11/2016	Mayor Philip Levine	
Dr. Barry	Ragone	Housing Authority Commissioner	10/11/2017	Mayor Philip Levine	
Eugenio	Cabreja	Tenant Commissioner	10/11/2016	Mayor Philip Levine	
Leonor	Fernandez	Housing Authority Commissioner	10/11/2017	Mayor Philip Levine	

Applicants Applicants

Barbara Gotlinsky Christina LaBuzetta

Jay Dermer Peter Chevalier

Prakash Kumar Pilar Carvajal

Stephen Bernstein



LGBT Advisory Committee

2015-3931

Composition:

The Committee shall consist of fifteen (15) voting members, with three (3) members to be directly appointed by the Mayor, and two (2) members to be directly appointed by each City Commissioner. Notwithstanding the preceding sentence, the initial membership of the Committee shall be comprised of those current members of the Mayor's Gay Business Development Committee, choosing to serve on the Committee, with any additional members (as required to complete the total number of members of the Committee) to be appointed at-large by a majority vote of the City Commission.

City Liaison: Daphne Saba

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Craig	Garmendia		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Dale	Stine		12/31/2016	Commissioner Joy Malakoff	12/31/2017
David	Lancz		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
David	Leeds		12/31/2016	Mayor Philip Levine	12/31/2021
Edison	Farrow		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Elizabeth	Schwartz		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Gayle	Durham		12/31/2017	Commissioner Michael Grieco	12/31/2022
Jorge	Richa		12/31/2017	Mayor Philip Levine	12/31/2017
Laura	Veitia TL		12/31/2016	Commissioner Michael Grieco	12/31/2016
Lynare	Robbins		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Mark	Wylie		12/31/2017	Mayor Philip Levine	12/31/2021
Michael	Bath		12/31/2016	Commissioner Micky Steinberg	12/31/2017
Robin	Schwartz		12/31/2017	Commissioner John Alemán	12/31/2022
Stephen	Fox, Jr.		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Tony	Lima		12/31/2016	Commissioner John Alemán	12/31/2023

Applicants Applicants Craig Smith Eric Hirsch Heriberto (Herb) Sosa Jarred Relling Karen Brown Kenneth Wilcox Laurence Moser Nelida Barrios Otiss (Arah) Lester Rafael Trevino Robert Gonzalez Rebecca Boyce Ronald Wolff Ronald Wolff Walker Burttschell Steven Adkins



Marine and Waterfront Protection Authority

Sec. 2-190.46

Composition:

The Marine and Waterfront Protection Authority shall consist of fourteen (14) voting members, who shall be direct appointments with the Mayor and City Commissioners, each having two (2) direct appointments.

Appointments to the Authority shall consist of a combination of individuals who have had previous experience in:

- 1. The operation or inspection of marine facilities, including experience in various types of marine vessels and boating activities; and/or
- 2. Who have an interest in preservation of the City's beaches and waterfronts.

The members of the Authority shall have the right and duty to consult with any member of the City Administration for technical or other information pertaining to the matters before them.

City Liaison: Mercedes Carcasses

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Albert	Parron		12/31/2017	Mayor Philip Levine	12/31/2021
Barbara	Herskowitz		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Caitlin	Pomerance		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Christian	De La Iglesia		12/31/2016	Commissioner Micky Steinberg	12/31/2022
Daniel	Kipnis		12/31/2016	Mayor Philip Levine	12/31/2022
Joel	Aberbach		12/31/2016	Commissioner Ricky Arriola	12/31/2023
John	Lee		12/31/2017	Commissioner John Alemán	12/31/2023
Manon "Marie"	Hernandez		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2022
Morris	Sunshine		12/31/2016	Commissioner Michael Grieco	12/31/2021
Robert	Schwartz		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Robert	Christoph, Jr.		12/31/2016	Commissioner Michael Grieco	12/31/2022
Robert	Rabinowitz		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Ronald	Shane		12/31/2017	Commissioner Joy Malakoff	12/31/2021
Sasha	Boulanger		12/31/2016	Commissioner John Alemán	12/31/2018
Stg. Luis	Sanchez	ex-officio MB Marine Patrol			

Applicants	Applicants
Adrian Gonzalez	Bruce Bennett
Carolina Jones	Darren Cefalu
Eric Lawrence	Gloria Salom
Isaiah Mosley	Jack Benveniste
Jennifer Lampert	John Kanter
Julio Magrisso	lior leser
Lizette Lopez	Luz Diaz
Maurice Goodbeer	Mayela Mueller
Meryl Wolfson	Michael Hall
Michael Levine	Michael Ritger
Michael Tenzer	Robert Rabinowitz

Friday, May 27, 2016 23 of 47



Stephen Bernstein

Yael Sade



Mayor's Ad Hoc Blue Ribbon Steering Cmte. on the Convention Ctr. Hotel 2-23

Composition:

The Mayor's Ad Hoc Blue Ribbon Steering Committee ("Committee") on the Convention Center Hotel is created pursuant to the Mayor's Authority to establish Mayor's boards and committees under section 2-23 of the City Code. The Committee shall have the purpose of openly and fairly engaging the community in the development of a plan to build a Convention Center Hotel that will meet the needs of the community and the newly expanded Convention Center.

The Committee shall consist of seven (7) members. The Mayor has appointed Commissioner Ricky Arriola to serve as Chair of the Committee and Commissioner Kristen Rosen Gonzalez to serve as Vice-Chair. The Mayor shall appoint one additional member to the Committee and authorizes the City Commissioners not appointed to the Committee to make a direct appointment to the Committee. Direct appointments shall be individuals who have been residents in the City for a minimum of six (6) months.

The Committee shall have the following powers and duties:

- 1. Report to the Mayor and City Commission;
- 2. Meet as requested by the Chair for the purpose of:
- a) Obtaining input and feedback from the public (residents, property owners, business owners, and visitors) regarding the needs for the Convention Center Hotel;
- b) Disseminating information at its meetings on behalf of the City to the public (residents, property owners, business owners, and visitors) regarding the needs for the Convention Center Hotel;
- 3. Meet directly with City Staff, as needed;
- 4. Obtain secretarial and such other staff support as the Committee may require. The supporting department of the Committee is the Office of the City Manager, and the City Manager shall designate such individuals from the City Administration who shall also have the responsibility of working with Committee and whose duties shall include, without limitation, providing assistance, noticing meetings, preparing meeting agendas, and keeping minutes.
- 5. Consult with and obtain legal services from the City Attorney's Office, as needed; and
- 6. Provide recommendations to the Mayor and City Commission regarding the priorities for the plan to build a Convention Center Hotel.

Committee member terms shall commence on May 1, 2016 for a period of four months and shall expire on September 1, 2016. At the discretion of the Mayor, the Committee, and the terms of membership thereon, may be extended up to an additional eight months through and including April 30, 2017.

City Liaison: Jeff Oris

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Ricky	Arriola	Chair	09/01/2016	Mayor Philip Levine	04/30/2017
Kristen	Rosen Gonzalez	Vice-Chair	09/01/2016	Mayor Philip Levine	04/30/2017
Debra	Leibowitz		09/01/2016	Commissioner Michael Grieco	04/30/2017
Jorge	Exposito		09/01/2016	Mayor Philip Levine	04/30/2017
Leslie	Tobin		09/01/2016	Commissioner Micky Steinberg	04/30/2017
Paul	Freeman		09/01/2016	Commissioner Joy Malakoff	04/30/2017
Saul	Gross		09/01/2016	Commissioner John Alemán	04/30/2017



Mayor's Blue Ribbon Panel on Sea Level Rise

2-23(b)

Composition:

The Mayor's Blue Ribbon Panel on Sea Level Rise is created pursuant to the Mayor's authority to establish blue ribbon panels under Section 2-23 (b) of the City Code. The purpose of the Panel is to continue to monitor the progress of the City's stormwater management program and comprehensive flood management plan. In order to complement the flood management program, the Panel is additionally tasked with the following:

To study and recommend options pertaining to urban design and historic preservation in the face of climate change;

To evaluate and make recommendations related to current floor to area ratio (FAR) and building heights in light of the need for climate adaptation and for the resiliency of the City of Miami Beach;

To provide resident and business subject matter expertise and input into the development of the citywide Resiliency Strategy;

To study and recommend options for green infrastructure solutions in addition to traditional grey infrastructure investments.

The Panel shall initially consist of three (3) members, all of whom shall be appointed by the Mayor to serve for a term of one (1) year.

The membership of the Panel may be increased to five (5) total members, at the discretion of the Mayor.

City Liaison: Lynn Bernstein

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Scott	Robins		01/06/2017	Mayor Philip Levine	01/06/2017
Michael	De Filippi		01/06/2017	Mayor Philip Levine	01/06/2017
Wyn	Bradley		01/06/2017	Mayor Philip Levine	01/06/2017



Mayor's North Beach Master Plan Steering Committee

2-17(b)(2)

Composition:

The Mayor's North Beach Master Plan Steering Committee (the "Steering Committee") is hereby created pursuant to the Mayor's authority to establish Mayor's boards and committees under Section 2-17(b)(2) of the City Code. The Steering Committee will serve as an advisory group to the North Beach Master Plan consultant team and City staff during the development of the Plan with the purpose of providing insight into issues and items of concern to the North Beach Community.

The Steering Committee shall consist of no more than seven (7) members, all of who shall be appointed by the Mayor to serve for a term of not more than one year or until the final presentation of the North Beach Master Plan to the Mayor and City Commission, whichever is less.

City Liaison: Jeff Oris

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Margueritte	Ramos TL	Chair	12/31/2016	Mayor Philip Levine	12/31/2016
Kirk	Paskal TL		12/31/2016	Mayor Philip Levine	12/31/2016
Betsy	Perez TL		12/31/2016	Mayor Philip Levine	12/31/2016
Bradford	Bonessi TL		12/31/2016	Mayor Philip Levine	12/31/2016
Carolina	Jones TL		12/31/2016	Mayor Philip Levine	12/31/2016
Daniel	Veitia TL		12/31/2016	Mayor Philip Levine	12/31/2016
Nancy	Liebman TL		12/31/2016	Mayor Philip Levine	12/31/2016



Mayor's Ocean Drive Task Force

2-27(b)(2)

Composition:

The Mayor's Ocean Drive Task Force (the "Task Force") is hereby created pursuant to the Mayor's authority to establish Mayor's boards and committees under section 2-27(b)(2) of the City Code. The Task Force will serve as an advisory group to the Mayor and City Commission during the implementation of recommendations outlined in the Ocean Drive Task Force's Final Report, dated January 13, 2016, as approved by the Mayor and City Commission on March 9, 2016.

The Task Force shall consist of no more than nine (9) members, all of whom shall be appointed by the Mayor. One member shall have an alternate who may attend a meeting in the member's place, should the member be unable to attend. All of the members, including the alternate, shall be appointed by the Mayor to serve for a term of not more than one (1) year.

City Liaison: Susanne Torriente

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Jonathan	Plutzik	Chair	03/29/2017	Mayor Philip Levine	03/29/2017
Steve	Boucher		03/29/2017	Mayor Philip Levine	03/29/2017
Frank	Amadeo		03/29/2017	Mayor Philip Levine	03/29/2017
Alessandro	Tonarelli		03/29/2017	Mayor Philip Levine	03/29/2017
Jeffrey	Feldman		03/29/2017	Mayor Philip Levine	03/29/2017
Jonathan	Bennett		03/29/2017	Mayor Philip Levine	03/29/2017
Joyce	Garret		03/29/2017	Mayor Philip Levine	03/29/2017
Mitch	Novick		03/29/2017	Mayor Philip Levine	03/29/2017
Reagan	Pace		03/29/2017	Mayor Philip Levine	03/29/2017
Ricardo	Dopico	Alternate	03/29/2017	Mayor Philip Levine	03/29/2017



Miami Beach Commission For Women

2007-3570 S 2190-1

Composition:

Twenty-one (21) members.

Each of the seven (7) members of the City Commission shall appoint three (3) members.

City Liaison: Grethel Aguiar, Bonnie Stewart

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Adrienne	Krieger		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Barbara	Kaufman		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Carrie	Wiesenfeld		12/31/2016	Commissioner Michael Grieco	12/31/2021
Corey	Narson		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Dara	Schoenwald		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Debra (Debie)	Quade		12/31/2017	Commissioner Micky Steinberg	12/31/2019
Francinelee	Hand TL		12/31/2016	Commissioner Joy Malakoff	12/31/2016
Jill	Shockett		12/31/2016	Commissioner Joy Malakoff	12/31/2022
Kathy	Andersen		12/31/2017	Commissioner John Alemán	12/31/2023
Laurie Kaye	Davis		12/31/2016	Mayor Philip Levine	12/31/2021
Lindsay	Genet		12/31/2016	Commissioner Michael Grieco	10/31/2021
Lizette	Lopez		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Loretta	Ciraldo		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Marjorie	York		12/31/2016	Commissioner Kristen Rosen Gonzalez	12/31/2023
Melissa	Sheppard- Broad		12/31/2017	Mayor Philip Levine	12/31/2023
Mercedes	Carlson		12/31/2016	Commissioner Michael Grieco	12/31/2018
Regina	Berman		12/31/2016	Mayor Philip Levine	12/31/2017
Sara	Fuchs		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Tiffany	Lapciuc		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2017
Tiva	Leser		12/31/2017	Commissioner John Alemán	12/31/2023
Veronica	Camacho- Krieger	West of the second seco	12/31/2017	Commissioner John Alemán	12/31/2023

Adriana Pampanas Allee Ne	whoff
Beth Butler Bonnie C	Crabtree
Christina LaBuzetta Clare Mo	Cord
Dale Gratz Deborah	Robins
Eda Valero-Figueira Elizabeti	h Resnick
Eneida Mena Helen St	wartz
Jennifer Lampert Jessica	Conn
Joanna Popper Joyce G	arret
Karen Rivo Kathy Ar	ndersen

Friday, May 27, 2016 29 of 47



Laura Levey

Lynette Long

Melissa Sheppard-Broad

Monica Matteo-Salinas

Pan Rogers

Rebecca Boyce

Rocio Sullivan

Sarah Leddick

Tashaunda Washington

Lynare Robbins

Marina Aviles

Meryl Wolfson

Monica Casanova

Patricia Valderrama

Robin Schwartz

Samantha Bratter

Tamra Sheffman



Miami Beach Cultural Arts Council

Sec. 2-55

Composition:

The cultural arts council shall consist of eleven (11) members to be appointed at large by a majority vote of the mayor and city commission. The members of the Council shall be appointed at-large by majority vote of the Mayor and City Commission. The term of office for each member shall be three (3) years. Additionally, effective December 31, 2002, no Council member may serve more than six consecutive years; this provision shall be measured retroactively from the date of the initial appointments to the Council. No Council member who serves the maximum proscribed term limitations shall be appointed to the Council during the two year period following the expiration of his/her term.

City Liaison: Max Sklar

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Britta	Hanson		12/31/2017	City Commission	12/31/2021
Charles	Million		12/31/2016	City Commission	12/31/2017
Dale	Gratz		12/31/2016	City Commission	12/31/2020
Dawn	McCall		12/31/2016	City Commission	02/11/2020
Israel	Sands		12/31/2016	City Commission	12/31/2020
Laurence	Moser		12/31/2017	City Commission	12/31/2021
Merle	Weiss		12/31/2017	City Commission	12/31/2017
Peter	Martin		12/31/2017	City Commission	12/31/2021
Roger	Baumann		12/31/2017	City Commission	12/31/2021
Samuel	Rabin, Jr.		12/31/2016	City Commission	12/31/2020
Susan	Schemer		12/31/2016	City Commission	12/31/2019

Applicants	Applicants
Adriana Pampanas	Allee Newhoff
Andrew Nelson	Beth Emerson
Calvin Kohli	Daniel Novela
Dr. Daniel Nixon	Eleanor Ellix
Eliane Soffer-Siegel	Elliott Richard Alhadeff
Eugenio Cabreja	Ivan Montes
Jackson Keddell	Janda Wetherington
Jenna Ward	Jessica Conn
Jill Shockett	Joanna Popper
Kara White	Kenneth Wilcox
Kevin Kelsick	Lynette Long
Marian Del Vecchio	Mark Balzli
Michael McManus	Monica Harvey
Monica Matteo-Salinas	Otiss (Arah) Lester
Pedro Menocal	Ray Breslin
Ray Breslin	Sarah Leddick
Suely Suchodolski	Thomas Musca
Vanessa Menkes	Wesley Castellanos

Friday, May 27, 2016 31 of 47



Miami Beach Human Rights Committee

2010-3669

Composition:

The Committee shall consist of a minimum of five (5) and a maximum of eleven (11) members, with one (1) out of every five (5) members to be a direct appointment by the Mayor, and with the remaining members to be at-large appointments of the City Commission.

The members of the Committee shall reflect, as nearly as possible, the diversity of individuals protected under the City's Human Rights Ordinance. In keeping with this policy, not less than two (2) months prior to making appointments or re-appointments to the Committee, the City Manager shall solicit nominations from as many public service groups and other sources, which he/she deems appropriate, as possible.

At least one (1) of the Committee members shall possess, in addition to the general qualifications set forth herein for members, a license to practice law in the State of Florida; be an active member of and in good standing with the Florida Bar, and have experience in civil rights law. The attorney member shall also serve as Chair of the Committee.

City Liaison: Erick Chiroles, Cilia Maria Ruiz-Paz

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alan	Fishman TL	Law	12/31/2016	City Commission	12/31/2016
Amy	Rabin		12/31/2016	City Commission	12/31/2019
Bradley	Ugent		12/31/2017	City Commission	12/31/2018
Clare	McCord		12/31/2017	City Commission	12/31/2021
Darren	Cefalu		12/31/2016	Mayor Philip Levine	12/31/2022
Ivan	Cano		12/31/2017	City Commission	12/31/2019
Jarred	Reiling		12/31/2017	City Commission	12/31/2021
Kenny	Swartz		12/31/2017	Mayor Philip Levine	12/31/2023
Monica	Harvey		12/31/2016	City Commission	12/31/2018
Rachel	Umlas		12/31/2016	City Commission	12/31/2018
William	Warren Jr.		12/31/2017	City Commission	12/31/2019

Applicants	Applicants
Adriana Pampanas	Andrea Travaglia
Christine Butler	David Mardini
Dr. Andrew Nullman	Elizabeth DiBernardo
Gia Kastelic	Hicham Moujahid
Ivan Montes	Jarred Relling
Jay Dermer	Jessica Conn
Kenneth Wilcox	Lisa Almy
Michael Levine	Rafael Leonor
Robin Schwartz	Stephen Fox, Jr.
Tony Lima	Walker Burttschell



Miami Beach Sister Cities Program

Sec. 2-181

Composition:

The Coordinating Council is the governing body of the overall Sister Cities Program. The Council shall consist of:

1. One (1) representatives per Sister City affiliation; and

2. Nine (9) other members.

Friday, May 27, 2016

All of these members are appointed by the Mayor.

The members of the Coordinating Council shall be persons who are interested in furthering the purpose of the Program. Any person interested in furthering the purpose of the Program may become a member of an individual Sister City Committee upon approval by the Coordinating Council. To qualify, the person shall present a resume and a letter of interest to the Committee Chairperson.

These members are appointed by the Mayor of the City of Miami Beach for two (2) years.

City Liaison: Tathiane Trofino, Danila Bonini

Vacancy:

Members:			
Vacant	Salamanca, Spain	12/31/2016	Mayor Philip Levine
Vacant	Krumlov, Czech Republic	12/31/2017	Mayor Philip Levine

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Betsy	Perez	Rio de Janeiro, Brazil	12/31/2017	Mayor Philip Levine	12/31/2023
Carolyn	Baumel	Brampton, Canada	12/31/2017	Mayor Philip Levine	12/31/2021
Deborah	Robins	Almonte, Spain	12/31/2017	Mayor Philip Levine	12/31/2021
George	Neary TL	Other	12/31/2016	Mayor Philip Levine	12/31/2016
Harvey	Burstein	Fujisawa, Japan	12/31/2017	Mayor Philip Levine	12/31/2021
Howard	Weiss	Other	12/31/2016	Mayor Philip Levine	12/31/2021
Jacquelynn	Powers	Nahariya, Israel	12/31/2016	Mayor Philip Levine	12/31/2021
Janet	Horwitz	Pescara, Italy	12/31/2017	Mayor Philip Levine	12/31/2023
Jessica	Londono	Other	12/31/2017	Mayor Philip Levine	12/31/2021
Joyce	Garret	Ica, Peru	12/31/2016	Mayor Philip Levine	12/31/2021
Kathryn	Orosz	Basel, Switzerland	12/31/2017	Mayor Philip Levine	12/31/2023
Laura	Colin	Other	12/31/2017	Mayor Philip Levine	12/31/2022
Lidia	Resnick	Santa Marta, Colombia	12/31/2016	Mayor Philip Levine	12/31/2021
Lisa	Desmond	Other	12/31/2017	Mayor Philip Levine	12/31/2021
Magui	Benitez	Other	12/31/2017	Mayor Philip Levine	12/31/2021
Maria	Maltagliati	Fortaleza, Brazil	12/31/2016	Mayor Philip Levine	12/31/2021
Nuccio	Nobel TL	Cozumel, Mexico	12/31/2016	Mayor Philip Levine	12/31/2016
Omar	Caiola	Other	12/31/2016	Mayor Philip Levine	12/31/2021
Samantha	Bratter	Other	12/31/2016	Mayor Philip Levine	12/31/2021
Steven	Adkins	Other	12/31/2016	Mayor Philip Levine	12/31/2022

Applicants	Applicants
Bernardo Collado	Charles Million
Christopher Pace	Christopher Todd
Darin Feldman	Dr. Andrew Nullman
Faye Goldin	Gabriel Paez
Israel Sands	Jason Salvatore
Joseph Hagen	Laura Levey
Marjorie O'Neill-Buttler	Monica Fluke

33 of 47



Raymond Adrian

Rocio Sullivan

Tiffany Heckler

Rebecca Boyce

Tamra Sheffman

Wesley Castellanos



Normandy Shores Local Government Neighborhood Improvement

Sec 34-175

Composition:

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowners Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibity list of its members for appointment consideration. The Advisory Council shall be composed of three (3) members of the Executive Committee of the Normandy Shores Homeowners Association, as per Resolution No. 97-22449 adopted July 2, 1997.

City Liaison: Ramon Suarez

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brett	Harris		12/31/2016	City Commission	12/31/2020
Carmen	Browne		12/31/2016	City Commission	12/31/2020
John	Bowes		12/31/2016	City Commission	12/31/2018

Applicants

Applicants

Gloria Salom

Jamie Straz

Lori Nieder



Parks and Recreational Facilities Board

Sec. 2-171

Composition:

The Parks and Recreational Facilities Board shall be comprised of thirteen (13) voting members:

Seven (7) direct appointments made by the Mayor and each Commissioner.

Six (6) at-large appointments as follows:

Youth Center: Two (2) members having an affiliation with the City's youth centers, with one member affiliated with the Scott Rakow Youth Center, and one member with the North Shore Park Youth Center.

Golf: Two (2) members who have demonstrated a high degree of interest, participation and/or expertise in the sport of golf.

Tennis: Two (2) members who have demonstrated a high degree of interest, participation and/or expertise in the sport of tennis.

Members of the board shall demonstrate interest in the City's parks and recreational facilities and programs through their own participation or the participation of a member of their immediate family. Consideration should also be given to individuals who have special knowledge or background related to the field of parks and recreation.

City Liaison: Cynthia Casanova

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Carolina	Jones		12/31/2017	Commissioner Michael Grieco	12/31/2023
Chris	Growald	Tennis	12/31/2016	City Commission	12/31/2021
Dana	Turken	Scott Rakow Youth Center	12/31/2017	City Commission	12/31/2019
David	Berger	Tennis	12/31/2017	City Commission	12/31/2019
Eliane	Soffer-Siegel		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Jenifer	Caplan	Golf	12/31/2017	City Commission	12/31/2019
Jonathan	Groff		12/31/2017	Commissioner John Alemán	12/31/2017
Lee	Zimmerman		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Lori	Nieder		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Paul	Stein		12/31/2016	Mayor Philip Levine	12/31/2021
Robert	Gonzalez		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Stephanie	Rosen	No. Shore Park Youth Center	12/31/2016	City Commission	12/31/2019
Wil	Martinez	Golf	12/31/2016	City Commission	12/31/2021

Applicants	Applicants
Brett Harris	Bruce Bennett
Bruce Reich	Caitlin Pomerance
Christopher Todd	Daniel Nagler
Dara Schoenwald	Eneida Mena
lan Bacheikov	Isaiah Mosley
Jackson Keddell	Joseph Conway
Joseph Hagen	Leslie Graff
Lindsay Genet	Mark Balzli
Mary Keinath	Mojdeh Khaghan

Friday, May 27, 2016 36 of 47



Nancy Bernstein

Samuel Rabin, Jr.

Tiffany Heckler

Nawaz Gilani

Suely Suchodolski

Wesley Castellanos



Personnel Board Sec. 2-190.66

Composition:

Ten (10) members appointed by a 5/7th vote:

1. Six (6) of which shall be citizens of Miami Beach not in the employment of the City, each having a different vocation;

2. Three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the City and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department;

Group II shall consist of employees who are in clerical and executive positions;

Group III shall consist of all other employees,

The Personnel Director is a non-voting member.

City Liaison: Sylvia Crespo-Tabak

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Florencia	Jimenez- Marcos		12/31/2016	City Commission	12/31/2021
Isabel Ivette	Borrello		12/31/2017	City Commission	12/31/2019
Lori	Gold		12/31/2016	City Commission	12/31/2018
Matthew	Krieger		12/31/2017	City Commission	12/31/2019
Michael	Barrineau		12/31/2017	City Commission	12/31/2021
Mojdeh	Khaghan TL		12/31/2016	City Commission	12/31/2016
Sylvia	Crespo-Tabak	Human Resources Director			
Alex	Bello	Group I	07/31/2017		
Eduardo	Carranza	Group II	07/31/2016		
Evette	Phillips	Group III	07/31/2018		

Applicants

Christine Butler

Eliane Soffer-Siegel

Elsa Orlandini

Mary Keinath

Nancy Wolcott

Applicants

Eliane Soffer-Siegel

Joseph Landesman

Michael Perlmutter

Richard Preira



Planning Board

Sec. 118-51

Composition:

Two (2) year term appointed by a minimum of four (4) votes.

Seven (7) regular voting members shall have considerable experience in general business, land development, land development practices or land use issues; however, the board shall at a minimum be comprised of:

- 1. One architect registered in the State of Florida; or a member of the faculty of a school of architecture in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture; or a landscape architect registered in the state of Florida; or a professional practicing in the fields of architectural or urban design, or urban planning;
- 2. One developer who has experience in developing real property; or an attorney in good standing licensed to practice law within the United States;
- 3. One attorney licensed to practice law in the State of Florida who has considerable experience in land use and zoning issues;
- 4. One person who has education and/or experience in historic preservation issues. For purposes of this section, the term "education and/or experience in historic preservation issues" shall be a person who meets one or more of the following criteria:
 - a. Has earned a college degree in historic preservation;
 - b. Is responsible for the preservation, revitalization or adaptive reuse of historic buildings; or
 - c. Is recognized by the city commission for contributions to historic preservation, education or planning; and
- 5. Three (3) persons who are citizens at-large or engaged in general business in the City.

No person except a resident of the City, who has resided in the City for at least one year shall be eligible for appointment to the Planning Board. The City Commission may waive the residency requirements by a 5/7th vote in the event a person not meeting these requirements is available to serve on the Board and is exceptionally qualified by training and/or experience.

City Liaison: Michael Belush

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brian	Elias	General Business	12/31/2017	City Commission	12/31/2019
Jack	Johnson	Historic Preservation	12/31/2016	City Commission	12/31/2018
Jeffrey	Feldman	Developer	12/31/2017	City Commission	12/31/2019
Mark	Meland	Attorney	12/31/2017	City Commission	12/31/2021
Randolph	Gumenick	General Business	12/31/2017	City Commission	12/31/2019
Reagan	Pace	General Business	12/31/2016	City Commission	12/31/2020
Roberto	Rovira	Faculty of a School of Architecture	12/31/2016	City Commission	12/31/2020

Applicants	Applicants
Aaron Davis	Andres Asion
Andres Asion	Brian Ehrlich
Christine Florez	Daniel Hertzberg
Daniel Veitia	David Smith
David Wieder	David Kahn
Dominique Bailleul	lan Bacheikov
James Silvers	Jared Galbut
Jared Galbut	Jeffrey Cohen
Jonathan Fryd	Kirk Paskal
Madeleine Romanello	Marina Novaes
Mark Alhadeff	Marvin Weinstein
Michael Steffens	Muayad Abbas
Nelson Fox	Noah Fox



Richard Baron

Robert Rabinowitz

Ruben Conitzer

Suzanne Hollander

Robert Sena

Roger Shields

Seth Frohlich



Police/Citizens Relations Committee

Sec. 2-190.36

Composition:

The Committee shall consist of fourteen (14) voting members. The members shall be direct appointments with the Mayor and City Commissioners each making two (2) individual appointments.

As per Sec. 2-190.40, the voting members of the Committee shall have knowledge of and interest in Police Community Relations and their impact on the City of Miami Beach. Recommendation for appointment to all voting and nonvoting membership selected by the Mayor and Commission shall be encouraged to be obtained from the Spanish-American League Against Discrimination (S.A.L.A.D.); the League of United Latin American Citizens (L.U.L.A.C.); the Anti-Defamation League (A.D.L.); the Dade Action Pact; the National Association for the Advancement of Colored People (N.A.A.C.P.); the League of Women Voters and the other organizations deemed appropriate.

City Liaison: Chief Daniel Oates

Vacancy:

Vacant 12/31/2017 Commissioner Kristen Rosen Gonzalez

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Adam	Kravitz		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Bruce	Reich		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Claire	Warren		12/31/2016	Commissioner Michael Grieco	12/31/2021
Daniel	Aronson		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Harold	Foster		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Jack	Benveniste		12/31/2017	Commissioner Joy Malakoff	12/31/2023
John	Kanter		12/31/2017	Mayor Philip Levine	12/31/2022
Meryl	Wolfson		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Michael	Perlmutter		12/31/2016	Commissioner Michael Grieco	12/31/2020
Monica	Fluke		12/31/2017	Mayor Philip Levine	12/31/2023
Pamela	Brumer		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Richard	Hull		12/31/2016	Commissioner John Alemán	12/31/2023
Steven	Oppenheimer		12/31/2017	Commissioner John Alemán	12/31/2017

Applicants Applicants Alan Nieder Allison Stone Antonio Hernandez Jr. Clare McCord Eric Lawrence Eugenio Cabreja **Heather Davis** Francis Trullenue Hicham Moujahid Ian Bacheikov Jarred Reiling Jill Shockett Joseph Hagen Jordan Nadel Joyce Garret Kenny Swartz Lawrence Raab Larry Colin Leif Bertrand Lee Zimmerman Leslie Coller Leslie Coller

Friday, May 27, 2016 41 of 47



Lisett Fernandez

Mario Coryell

Melissa Sheppard-Broad

Michael Bernstein

Oren Reich

Rachel Schuster

Richard Preira

Tiva Leser

Lori Gold

Marjorie O'Neill-Buttler

Michael Ritger

Nawaz Gilani

Prakash Kumar

Rafael Leonor

Stephen Fox, Jr.

Zeiven Beitchman



Production Industry Council

Sec. 2-71

Composition:

The Council shall consist of seven (7) voting members. The Mayor and each Commissioner shall make one direct appointment. All regular members shall have knowledge of the fashion, film, news media, production, television and or recording industries of the City.

Each of the six (6) industries shall be represented by at least one member, but no more than three (3) members, who are directly involved with that industry.

City Liaison: Graham Winick

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Abdul	Muhammad II	Fashion	12/31/2017	Commissioner Ricky Arriola	12/31/2023
Aleksandar	Stojanovic	Production	12/31/2016	Mayor Philip Levine	12/31/2021
Belkys	Nerey	Production	12/31/2017	Commissioner John Alemán	12/31/2018
Daniel	Davidson	Fashion	12/31/2016	Commissioner Michael Grieco	12/31/2021
Ellen	Marchman	News Media	12/31/2016	Commissioner Joy Malakoff	12/31/2022
Joanna-Rose	Kravitz	Recording Industry	12/31/2017	Commissioner Micky Steinberg	12/31/2021
Thomas	Musca	TV/Film	12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023

Applicants

Bruce Orosz Francis Trullenue

Pamela Brumer Samantha Bratter **Applicants**

Elizabeth DiBernardo Joseph Landesman

Peter Matos



Sustainability Committee

2008-3618

Composition:

The Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. A Commissioner appointed by the Mayor, shall serve as a non-voting member and shall serve as the Chairperson of the Committee.

The purpose of the Committee is to provide guidance and advice with regard to the City's efforts to provide and promote general environmental improvement trends, or "Green Initiatives," and "Sustainable Development," which is herein defined as a pattern of resource use that aims to meet community needs while preserving the environment so that these needs can be met, not only in the present, but in the indefinite future.

The Committee shall make advisory recommedations to the City Commission and the City Manager to promote Citywide Green Initiatives and to promote and provide plans for Sustainable Development in the City of Miami Beach.

City Liaison: Elizabeth Wheaton

Members:

Yael Sade

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Cheryl	Jacobs		12/31/2016	Commissioner Joy Malakoff	12/31/2021
David	Doebler		12/31/2017	Commissioner Micky Steinberg	12/31/2020
Michael	De Filippi		12/31/2016	Commissioner Ricky Arriola	12/31/2021
Nancy	Bernstein		12/31/2017	Mayor Philip Levine	12/31/2023
Richard	Conlin		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Scott	Diffenderfer		12/31/2017	Commissioner John Alemán	12/31/2023
Steve	Vincenti		12/31/2016	Commissioner Michael Grieco	12/31/2021

V	
Applicants	Applicants
Amy Rabin	Andrea Travaglia
Beth Butler	Brian Gilderman
Bruce Bennett	Caitlin Pomerance
Glenn Scott Diffenderfer	Glenn Scott Diffenderfer
Isaiah Mosley	Janet Horwitz
Jenifer Caplan	John Lee
Leslie Coller	Marivi Iglesias
Richard Comisky	Robert Rabinowitz
Russell Hartstein	Walker Burttschell



Transportation, Parking, Bicycle-Pedestrian Facilities Committee

Sec. 2-190.91

Composition:

The Committee shall consist of fourteen (14) voting members.

The Mayor and City Commissioners shall each make one (1) direct appointment, with the other seven (7) members of the Committee to be composed of members from the following community organizations, each of which must designate a permanent coordinating representative:

- 1. Miami Beach Chamber of Commerce's Transportation and Parking Committee (MBCC);
- 2. Miami Beach Community Development Corporation (MBCDC);
- 3. Ocean Drive Association (ODA);
- 4. Miami Design Preservation League (MDPL);
- 5. North Beach Development Corporation (NBDC);
- 6. Mid-Beach Neighborhood or Business Association (MBNBA);
- 7. Lincoln Road Marketing, Inc. (LRMI).

On an annual basis, the members of the Committee shall elect a Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Committee. Seven (7) members of the Committee shall consist of a quorum of the Committee and shall be necessary in order to take any action.

The members of the voting Committee shall have knowledge of and interest in transportation and parking and their impact on the City. The members designated by their respective community organization shall provide a letter from such organization certifying that designation to the City Clerk.

City Liaison: Saul Frances

Vacancy:

Vacant

Member Lincoln Road Marketing Inc.

12/31/2016

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Al	Feola	Member Ocean Drive Association	12/31/2016		
David	Mardini		12/31/2016	Mayor Philip Levine	12/31/2022
Deborah	Ruggiero	Member No.Beach Development Corp.	12/31/2017		
Del	Fruit	Member Mid-Beach Neighborhood or Bus Assc.	12/31/2017		
J.P.	Morgan		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Jo	Asmundsson	Member MBCDC	12/31/2016		
Leif	Bertrand		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Madeleine	Romanello	Member MBCC	12/31/2016		
Marc	Edelstein		12/31/2017	Commissioner John Alemán	12/31/2023
Ray	Breslin		12/31/2017	Commissioner Joy Malakoff	12/31/2021
Richard	Streim		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Seth	Wasserman T	L	12/31/2016	Commissioner Michael Grieco	12/31/2016
William "Bill"	Hahne	Member MDPL	12/31/2016		

Applicants

Aaron Davis

Allison Stone

Dara Schoenwald

Gia Kastelic

Applicants

Adam Kravitz

Beth Emerson

Eric Montes de Oca

Ian Bacheikov



Janie Hayes

Jeff Cynamon

Kenny Swartz

Lindsay Genet

Lisa Almy

Mayela Mueller

Nancy Bernstein

Richard Conlin

Stanley Shapiro

Yael Sade

Jared Plitt

Jonathan Beloff

Lila Imay

lior leser

Marina Aviles

Michael Ritger

Rafael Leonor

Robert Lopez

Suely Suchodolski

Visitor and Convention Authority

Composition:

Two (2) year term appointed by a minimum of four (4) votes.

Seven (7) members who shall be permanent residents of Miami-Dade County.

The seven (7) members of the authority shall be representative of the community as follows:

1. Not less than two (2) nor more than three (3) members shall be representative of the hotel industry;

2. The remaining members, none of whom shall be representative of the hotel industry, shall represent the community at-large. Any member of the Authority or employee thereof violating or failing to comply with provisions of this article shall be deemed to have vacated his office or position.

Sec. 102-246

City Liaison: Grisette Roque

Members:

Steven Adkins

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Aaron	Perry TL	At-Large	12/31/2016	City Commission	12/31/2016
Adrian	Gonzalez	At-Large	12/31/2017	City Commission	12/31/2019
Daniel	Hertzberg	At-Large	12/31/2017	City Commission	12/31/2019
Jeff	Lehman	Hotel Industry	12/31/2016	City Commission	12/31/2021
Margaret (Peggy)	Benua	Hotel Industry	12/31/2016	City Commission	12/31/2017
Stephen	Hertz	At-Large	12/31/2017	City Commission	12/31/2019
Tim	Nardi	Hotel Industry	12/31/2017	City Commission	12/31/2019

Applicants	Applicants
Charles Million	Christy Farhat
Craig Smith	Dona Zemo
Heather Davis	Jared Galbut
Jeff Lehman	Jeffrey Graff
Jonathan Beloff	Josephine Pampanas
Kristen Rosen Gonzalez	Laurence Herrup
Mark Tamis	Matthew Krieger
Roger Shields	Seth Feuer

Friday, May 27, 2016 47 of 47

City Commission Committees

Finance & Citywide P	rojects Committee		
Position	Name	Appointed by	
Chair	Commissioner Ricky Arriola	Mayor Levine	
Vice-Chair	Commissioner Joy Malakoff	Mayor Levine	
Member	Commissioner John Alemán	Mayor Levine	
Alternate	Commissioner Micky Steinberg	Mayor Levine	
Liaison	Allison Williams		
Land Use & Developr	nent Committee		
Position	Name	Appointed by	
Chair	Commissioner Joy Malakoff	Mayor Levine	
Vice-Chair	Commissioner Michael Grieco	Mayor Levine	
Member	Commissioner John Alemán	Mayor Levine	
Alternate	Mayor Philip Levine	Mayor Levine	
Liaison	Thomas Mooney		
Neighborhood/Comm	nunity Affairs Committee		
Position	Name	Appointed by	
Chair	Commissioner Michael Grieco	Mayor Levine	
Vice-Chair	Commissioner Micky Steinberg	Mayor Levine	
Member	Commissioner Kristen Rosen Gonzalez	Mayor Levine	
Alternate	Commissioner John Alemán	Mayor Levine	
Liaison	Morgan Goldberg		
Sustainability and Re	siliency Committee		

Position	Name	Appointed by	
Chair	Commissioner Micky Steinberg	Mayor Levine	
Vice-Chair	Commissioner Ricky Arriola	Mayor Levine	
Member	Commissioner Kristen Rosen Gonzalez	Mayor Levine	
Alternate	Commissioner Joy Malakoff	Mayor Levine	
Liaison	Elizabeth Wheaton		

NON-CITY COMMISSION COMMITTEES

Mayor Philip Levine

- Miami-Dade Metropolitan Planning Organization
- U.S. Conference of Mayors

Commissioner Micky Steinberg

• Director of Miami-Dade County League of Cities

Commissioner Kristen Rosen Gonzalez

• Alternate Director of Miami-Dade County League of Cities

Commissioner Joy Malakoff

- FIU Wolfsonian Advisory Board
- Miami-Dade County Homeless Trust Board

Barbara Herskowitz and Christine Gudaitis

Public Library Advisory Board

Commissioner Ricky Arriola, Karen Fryd and Larry Colin

• The Adrienne Arsht Center for the Performing Arts Center Trust

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Rafael E. Granado, City Clerk

DATE:

June 8, 2016

SUBJECT: BOARD AND COMMITTEE APPOINTMENTS - CITY COMMISSION APPOINTMENTS

ADMINISTRATION RECOMMENDATION:

Make appointments as indicated.

ANALYSIS:

The applicants that have filed with the Office of the City Clerk for the below At-Large appointments are included in item R9A.

BOARD AND COMMITTEES:

1. AFFORDABLE HOUSING ADVISORY COMMITTEE

VACANCIES (2):

- One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- One citizen who represents essential services personnel, as defined in the local housing assistance plan.

2. BUDGET ADVISORY COMMITTEE

VACANCY (1):

One Certified Public Accountant.

3. MIAMI DESIGN PRESERVATION LEAGUE, INC. (MDPL) EXECUTIVE COMMITTEE

VACANCIES (3):

At large. Clerk's Note: See Agenda Item R9A2

Please see the "Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/default.aspx?id=85695; thereafter, choose the first listed Commission meeting and click on City Commission At-Large Nominations.

Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the City Clerk section, located on the bottom right hand side of the webpage, click on the "Agenda Archives" link; thereafter choose the first listed Commission meeting and click on City Commission At-Large Nominations.

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC#

116-2016

LETTER TO COMMISSION

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

March 15, 2016

SUBJECT: Three (3) Available City Appointments to the Miami Design Preservation

League, Inc. (MDPL) Executive Committee.

The purpose of this Letter to Commission (LTC) is to inform the Mayor and City Commission that the City of Miami Beach has three appointments available to the Executive Committee MDPL. At your earliest convenience, please submit nominations to the Office of the City Manager for consideration at the April 13, 2016 Commission Meeting.

Miami Design Preservation League is a non-profit organization devoted to preserving, protecting, and promoting the cultural, social, economic, environmental and architectural integrity of the Miami Beach Architectural Historic District. Originally organized by Barbara Capitman and friends in 1976, it is the oldest Art Deco Society in the World. MDPL provides cultural and educational programs to Dade County residents, surrounding counties, citizens of Florida, national and international visitors and tourists [with] special appeal to those interested in art, design, architecture, history, preservation, and urban and community planning and development.

Given MDPL's history with the property, on January 1, 2010, City of Miami Beach executed an agreement with MDPL for the management and operation of the 10th Street Auditorium space, office, and retail in order to increase the programmatic scope of the Auditorium's previous contribution to the community. As per Section 34.10 of the City's agreement with MDPL, the City shall represent at least 30% of the voting members of MDPL's Executive Committee. With the appointment of the three (3) City appointees, the MDPL Executive Committee will consist of a total of ten (10) members.

For your reference, and to avoid duplication, please see the attached list of the current MDPL Executive Committee and Board of Directors.

JLM/KB/MAS/MMM/RJG

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Leadership

Officers

Steven Pynes, Chair

Meg Florian, Vice Chair

Eric Holland, Vice Chair

Jack Johnson, Vice Chair

Clotilde Luce, Vice Chair

John Bachay, Treasurer

John Forbes, Secretary

Board of Directors

Gary Appel

John Bachay

Lori Bakkum

William Cary

Meg Florian

John Forbes

Jane Dee Gross

William Hahne

Eric Holland

Jack Johnson

Michael Kinerk*

Christina LaBuzetta

Henry Lares

Clotilde Luce

Mitch Novick

Steven Pynes

Charles Urstadt

Dona Zemo

* Chairman Emeritus

Administration

Marie Hernandez - Business Manager

Iris Chase - Director, Retail Operations

Dennis Wilhelm – *Director, Barbara Baer Capitman Archives*

Sara Aedo - Director of the Visitor

Center

Amanda MacMaster — Director, Marketing and Public Relations

Richard Towers - Facility Manager

Wendy Hayward – Director, *Programs*

and Outreach

Daniel Ciraldo - Historic Preservation

Officer

R9B1 Dr. Stanley Sutnick Citizen's Forum. (8:30 a.m.) R9B2 Dr. Stanley Sutnick Citizen's Forum. (1:00 p.m.)

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of t e City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: REFERRAL TO THE PLANNING BOARD - PROPOSED ORDINANCE AND **SETBACK**

AMENDMENT PERTAINING TO CD-2 **HEIGHT** REQUIREMENTS IN THE SUNSET HARBOR AREA.

ADMINISTRATION RECOMMENDATION

Refer the proposed Ordinance Amendment to the Planning Board for consideration and recommendation.

HISTORY

On January 13, 2016, at the request of Commissioner Malakoff, the City Commission referred an ordinance amendment pertaining to height and setback requirements for mixed-use buildings in the Sunset Harbor area to the Land Use and Development Committee (Item C4F).

On February 17, 2016, the Land Use Committee discussed the proposal and recommended that the City Commission refer the proposed ordinance to the Planning Board. On March 9, 2016, the City Commission discussed the proposed referral (Item R9K) and continued the matter to the May 11, 2016 Commission meeting.

On May 11, 2016 City Commission discussed the proposed referral (Item R9C) and continued the matter to the June 8, 2016 Commission meeting. The City Commission also indicated that the matter could be noticed for the June 28, 2016 Planning Board meeting, in advance of the June 8. 2016 Commission meeting, if there was an issue with the notice deadline.

ANALYSIS

The attached draft ordinance would modify the height and setbacks of mixed-use buildings on lots with a platted frontage equal to or greater than 200 feet with a lot line on Purdy Avenue south of 18th Street in the Sunset Harbour Neighborhood as follows:

- 1. The maximum permitted height would be 90 feet and nine stories.
- 2. The setbacks for residential uses in pedestal or tower floors would have the following minimum setbacks:
 - Front: Fifteen (15) feet;

• Rear: Five (5) feet;

• Interior Side: Ten (10) feet.

CONCLUSION

In accordance with the February 17, 2016 action of the Land Use and Development Committee, the Administration recommends that the Mayor and the City Commission refer the attached ordinance amendment to the Planning Board.



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SUNSET HARBOR CD-2 HEIGHT AND SETBACKS

ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT OF THE CITY CODE, BY AMENDING CHAPTER 142, REGULATIONS DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 5, "CD-2, COMMERCIAL, MEDIUM-INTENSITY DISTRICT," SECTION 142-306, "DEVELOPMENT REGULATIONS," AMENDING THE SETBACKS AND MAXIMUM PERMITTED HEIGHT AND NUMBER OF STORIES FOR MIXED-USE DEVELOPMENT IN THE SUNSET HARBOUR AREA; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, the City of Miami Beach Land Development Regulations ("LDRs") provides for the regulation of land within the City; and

WHEREAS, the City seeks to encourage well-designed mixed-use projects on parcels fronting on southern Purdy Avenue and Dade Boulevard in the Sunset Harbour neighborhood

WHEREAS, the Planning Board, at its meeting dated _____, 2016, by a vote of ____, recommended in favor of the Ordinance; and

WHEREAS, the amendments set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial, Medium Intensity District," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-306. - Development regulations.

* *

- (f) The height and setbacks of mixed-use buildings in the Sunset Harbour Neighborhood, generally bounded by Purdy Avenue, 20th Street, Alton Road and Dade Boulevard, shall be further governed as follows:
- (1) Mixed-use buildings on lots with a platted frontage equal to or greater than 200 feet with a lot line on Purdy Avenue south of 18th Street shall have a maximum height of 90 feet and nine (9) stories.
- (2) Setbacks for the residential uses in mixed-use buildings with a platted frontage equal to or greater than 200 feet with a lot line on Purdy Avenue south of 18th Street shall follow Section 142-307, except that residential pedestal or tower floors shall have the following minimum setbacks:

- a. Front: Fifteen (15) feet;
- b. Rear: Five (5) feet;
- c. Interior Side: Ten (10) feet.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

SECTION 5. EFFECTIVE DATE,

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

This Ordinance shall take effect ten days following adoption. PASSED and ADOPTED this _____ day of _____, 2016. MAYOR ATTEST: CITY CLERK APPROVED AS TO FORM AND LANGUAGE & FOR EXECUTION City Attorney Date First Reading: ______, 2016 Second Reading: _____, 2016 Verified by: Thomas R. Mooney, AICP Planning Director <u>Underscore</u> denotes new language Strikethrough denotes deleted language

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

CØMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commussion

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: DISCUSSION REGARDING THE COLLINS PARK PARKING GARAGE PROJECT

BACKGROUND

On April 13, 2016, the City Commission requested that the Professional Services contract with Zaha Hadid/BBA joint venture be terminated after deliberation of the final valued engineered redesign of the Collins Park Parking Garage Project submitted on March 31, 2016.

The Commission directed administration to proceed with a new solicitation for professional services for the design and construction of a new parking garage that would meet the City's parking needs and that could include retail component, art galleries, art anchor tenants, workforce housing for artists, and a beautiful wrapped shell design. The directive also included coordination with the Collins Park Neighborhood Association and all affected neighborhoods.

ANALYSIS

The administration is moving forward with a design-build method of procurement. On April 20, 2016, the City issued a Request for Qualification (RFQ) for the selection of a Consultant to prepare Design Criteria Packages (DCP) for several Parking Garages. A consulting firm is scheduled to be selected at the June 8, 2016 Commission Meeting. The selected Consultant will be tasked to prepare a DCP that would include concise performance-oriented specifications for the Collins Park Parking project. The purpose of the DCP is to furnish sufficient information to allow Design-Build (DB) firms to provide a response to the City's Request for Proposals (RFP) for Design-Build services. The process to prepare the DCP is estimated to be 90 days and the award to a DB firm is anticipated to be presented at the January 2017 Commission meeting. The DB firm will be required to seek all necessary City approvals during the design process. The timeline for completion of the project is anticipated for Fall 2018.

The Parking Garage design is anticipated to be a conventional parking garage structure wrapped with an aesthetically pleasing architectural element. The parking structure is to include bicycle storage, scooter stalls and car charging stations, retail areas and a workforce housing component that may include common areas for gatherings. The parking garage structure will be designed to accommodate the potential conversion from parking use to affordable housing, workforce housing or other uses should parking demand decline in the future.

Based on the available Project Budget of \$27 million, staff recommends allocating for design and construction a range of \$21 to \$22 million and \$5 to \$6 million for other professional and administrative costs.

In order to prepare the Design Criteria Package, staff is seeking direction from Commission on the following items:

Finished Floor Elevation - Staff recommends Base Flood Elevation +3 (BFE+3).

- Minimum parking space requirement Staff recommends 400 spaces minimum, 500 spaces preferred, if budget allows.
- 2. Minimum retail area requirement Staff recommends 25,000 S.F. minimum.
- 3. Type of Workforce or Artist Housing requirements Staff recommends 20 micro units (500 S.F.) with common areas as required.
- 4. Minimum requirements for art studios (If applicable) Staff recommends 5,000 S.F. minimum within the retail area.
- 5. Design the new garage to a maximum of 75' height This will require a waiver of land development regulations.
- 6. Design garage to accommodate conversion to other uses, should parking demand decline in the furture.
- 7. Liberty Avenue Staff recommends to convert to a pedestrian mall with an open plaza area.

CONCLUSION

Staff is requesting direction on moving forward based on the items presented.

T:\AGENDA\2016\June\CIP\CollinsParkGarage\CollinsParkGarage.Memo.doc

Agenda Item R9D
Date 6-8-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **June 8, 2016**

TO:

SUBJECT: DISCUSSION REGARDING A CROSSWALK AT ALTON ROAD AND 9TH

STREET

BACKGROUND

In July 2015, Commissioner Michael Grieco's office requested a crosswalk at the intersection of Alton Road and 9th Street. The City's Transportation Department discussed the Commissioner's request with the Florida Department of Transportation (FDOT). Since the Alton Road Reconstruction Project had not been completed at that point and pedestrian and traffic data needed to be collected, FDOT staff determined that the analysis would need to be completed following the construction. Historically, this intersection has been an unsignalized intersection with no crosswalk across Alton Road. Based on some changes in the land-use in the area, pedestrian traffic at this intersection has increased significantly. FDOT commenced the midblock crosswalk warrant analysis in late 2015. In February 2016, FDOT finalized a study that determined that the number of pedestrians crossing at the intersection warranted a marked crosswalk; however, at that time, FDOT determined that the current geometric conditions could not accommodate a crosswalk.

Following the conclusion of this study, FDOT and City staff met to discuss the results of the study. This discussion led FDOT to conduct further analysis and consider other alternatives, such as access management modifications to the intersection. The alternative considered would require prohibiting southbound left turns at the intersection of Alton Road and 9th Street because this turning movement would be in direct conflict with the proposed crosswalk. Based on the data collected by FDOT, 48 left turn movements are being performed during the peak hour. If a crosswalk is implemented at Alton Road/9th Street, the southbound left turn movements would need to be performed at the signalized intersections of Alton Road/10th Street or Alton Road/8th Street.

Access Management Process

Since the addition of the proposed crosswalk and elimination of the southbound left turn at the Alton Road/9th Street intersection would alter the existing access to 9th Street eastbound, FDOT has requested that the City prepare a conceptual sketch from the City to be reviewed by the District VI Design Office. If the concept is found geometrically feasible and constructible, in accordance to FDOT Access Management Policy and Design Standards, a Community

Commission Memorandum Discussion Regarding a Crosswalk at Alton Road and 9th Street June 8, 2016 Page **2** of **2**

Workshop would be required to obtain public input on the proposed improvements impacting access management. FDOT has communicated it would assist the City with organizing the Community Workshop in accordance to FDOT standards. Additionally, FDOT staff has requested that the City lead the workshop as the agency proposing the access management modifications.

CONCLUSION

Based on the direction provided by FDOT staff, the Administration is seeking direction from the City Commission on whether to pursue the installation of a crosswalk at the north leg of Alton Road/ 9^{th} Street intersection.



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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

IO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager (

DATE: **June 8, 2016**

SUBJECT: DISCUSSION TO APPROVE INTERIM IMPROVEMENTS TO 72ND STREET

BETWEEN ABBOTT AVENUE AND DICKENS AVENUE

This item was referred to the Neighborhood/Community Affairs Committee by Commissioner Micky Steinberg at the March 9, 2016 Commission meeting. On May 17, 2016, staff conducted a site visit with Commissioner Micky Steinberg to review the site conditions and develop an interim plan to enhance parking and pedestrian safety along 72nd Street between Abbott Avenue and Dickens Avenue.

BACKGROUND

The typical section of 72nd Street was discussed at the March 11, 2016 meeting of the Neighborhood/Community Affair Committee (NCAC). In particular, the members of the NCAC discussed the needs for additional parking adjacent to the North Shore Youth Center and the need for a mid-block crosswalk to serve the center. Currently, the North Shore Youth Center is served by a parking lot with 49 parking spaces. The Capital Improvements Office is currently working on the redesign of the parking lot; however, no additional parking spaces are being proposed as part of the project.

The existing typical section of 72nd Street consists of a right-of-way width ranging between 70 feet and 74 feet with one travel lane in each direction, parallel parking on each side, and sidewalks. Current lane width is approximately 20 feet and parking is approximately 8 feet wide (See Attachment A). The existing typical section is not conducive to safe pedestrian operations; however, it provides the opportunity to implement angled parking to maximize the parking serving the North Shore Youth Center and the neighborhood. Although the parking spaces are unmarked, approximately 13 parking spaces are being accommodated adjacent to the North Shore Youth Center parking lot and 11 parking spaces adjacent to the North Shore Youth Center Facility. It is worth noting that this segment also accommodates three (3) parking spaces for the North Shore Youth Center buses.

On April 13, 2016, the City Commission approved the City of Miami Beach Bicycle-Pedestrian Master Plan. As part of the master plan document, protected bicycle lanes are proposed for 72nd Street and 73rd Street. These facilities were planned to operate as one-way pair bicycle facilities connecting the beachwalk to Dickens Avenue and the North Shore Youth Center.

ANALYSIS

On May 16, 2016, members of Staff, Administration, and Commissioner Micky Steinberg conducted a field meeting to review the site conditions. Based on the field observations, staff recommends that angled parking only be considered adjacent to the North Shore Youth Center.

Commission Memorandum Implementation of Angled Parking, a Pedestrian Crosswalk and Protected Bicycle Lanes along 72nd Street June 8, 2016 Page **2** of **3**

If the parking is implemented as recommended, staff estimates that an additional 12 on-street parking spaces can be accommodated. This configuration would increase the total number of on-street parking spaces in this section of the corridor from 10 parking spaces to 22 parking spaces. In order to accommodate the angled parking at the recommended location, an additional two (2) feet would need to be added to the existing north sidewalk to mitigate the space required for the angled parking and provide a five (5) foot sidewalk. These changes will need to be added to the scope of work for the upcoming North Shore Youth Center parking lot. The estimated financial impact with the additional sidewalk is approximately \$3,000.

The addition of the angled parking would also have an impact on the protected bicycle lane proposed in the Bicycle-Pedestrian Master Plan (BPMP). Initially, the protected bicycle lane for the corridor was anticipated to be on the north side of the corridor and configured in the westbound direction; however, with the addition of the angled parking, it is recommended that the proposed bicycle facility be moved to the south side of the roadway and configured in the eastbound direction. Relocating the proposed protected bicycle lane will improve its safety and connectivity; however, with the angled parking, green space along the corridor is reduced from the eight (8) foot landscaped buffer for the protected bike lane recommended by the BPMP to a five (5) foot buffer area on the south side of the street (See Attachment B). Based on discussions with the City's Environmental and Sustainability Department, the five (5) foot buffer can accommodate shrubbery and small to medium trees. Larger trees can be accommodated with the installation of Silva Cell under the bicycle lane. While the master plan recommended large trees within the buffer area, a review of sight visibility for side street access would be required during the design phase to determine the appropriate trunk diameter and tree size. The City currently has partial funding for the installation of the parking-protected bicycle lane along 72nd Street; however, in further reviewing the conditions and infrastructure requirements of the anticipated project, it is recommended that the protected bicycle lane be included in the North Shore Neighborhood Improvement Project.

In order to improve pedestrian safety along 72nd Street, a north-south crosswalk is recommended to connect the North Shore Youth Center to the North Shore Neighborhood across 72nd Street. The proposed crosswalk would increase safety for residents and visitors who wish to access the North Shore Youth Center. Currently, the only opportunities to safely cross 72nd Street to access the center are to utilize the marked crosswalks at Dickens Avenue and Harding Avenue. These two crosswalks are more than 400 feet from the sidewalk connector that leads into the center's entrance; thus, the need for the proposed crosswalk. The proposed crosswalk would connect the south sidewalk of 72nd Street to the sidewalk connector accessing the North Shore Youth Center. Given the likelihood of families and children utilizing this crosswalk, it is recommended that the crosswalk be enhanced with Rapid Rectangular Flashing Beacons. It is estimated that the installation of the flashing beacon and the required curb extension would cost approximately \$35,000. The installation of this crosswalk will require the removal of three (3) on-street parking spaces on the south side of 72nd Street and the construction of two (2) curb extensions to enhance safety for pedestrians and accommodate the proposed Rapid Rectangular Flashing Beacon. This enhancement would need to be included as part of the North Shore Neighborhood Improvement Project. The North Shore Neighborhood Improvement Project is currently being coordinated with the North Beach Master Plan thus no exact date has been determined for procurement of the project.

Commission Memorandum Implementation of Angled Parking, a Pedestrian Crosswalk and Protected Bicycle Lanes along 72nd Street June 8, 2016 Page **3** of **3**

RECOMMENDATION

Based on the parking needs identified for this site and in order to enhance access and pedestrian safety along 72nd Street in the vicinity of North Shore Youth Center, the Administration recommends approval of the proposed interim improvements to 72nd Street between Abbott Avenue and Dickens Avenue, consisting of the implementation of angled onstreet parking adjacent to the North Shore Youth Center parking lot. The protected bicycle lanes and enhanced pedestrian crosswalk will be included in the upcoming North Shore Neighborhood Improvement project.

Attachments: A: 72nd Street Existing Typical Section

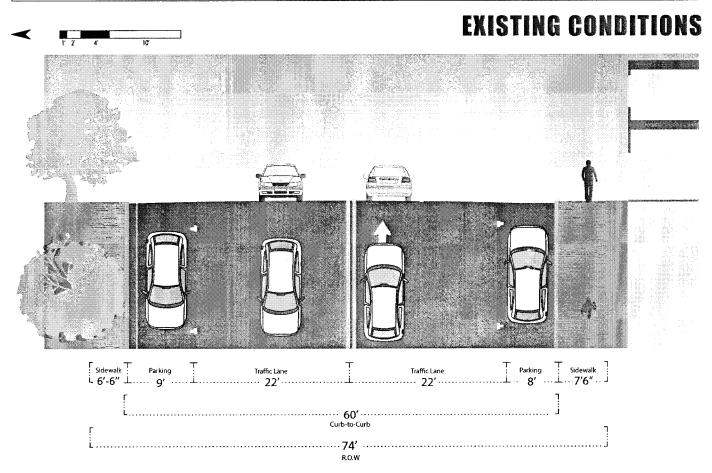
B: Concept Drawing of 72nd Street between Dickens Avenue and Abbott Avenue

JLM /K/GB/JRG/JFD

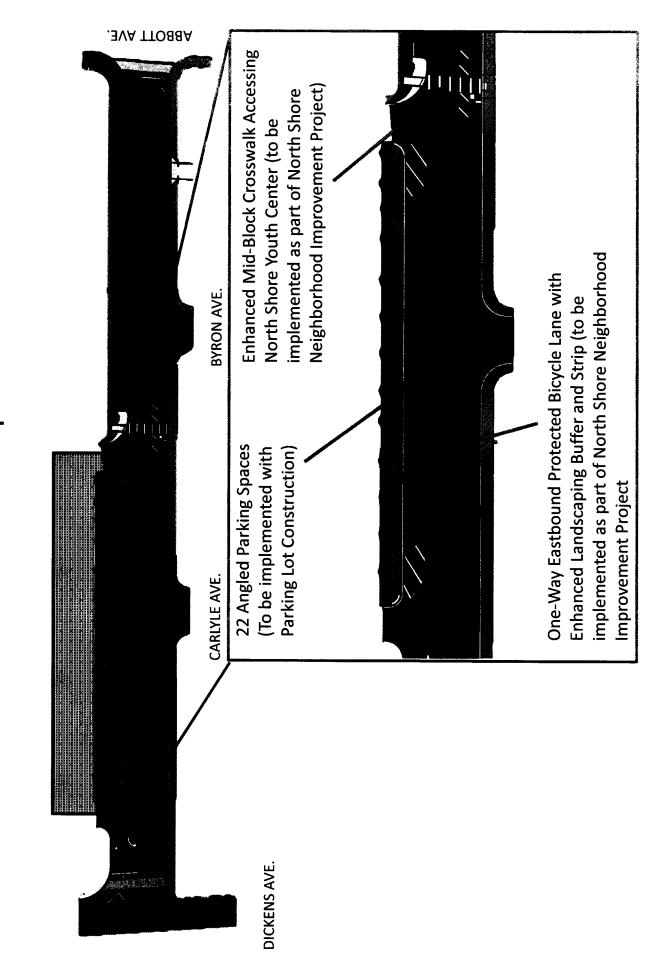
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72ND STREET

STREET DATA	
Public Right-of-Way Width	74' (70' Typical, 74' at times)
Pavement Width	60' typical
Project Limits	Between Collins and Dickens
Project Length	1,800' or 0.35 Miles
Posted Speed Limit	25 mph
Daily Volume	NA
Predominant Land Use	Compact Urban
Predominant Development Pattern	1 - 2 Commercial Buildings
Bicycle / Pedestrian trip generator(s) (parks, paths, bike shop, etc.)	North Shore Park and recreational center and the Beachwalk are major bicycle /pedestrian trip generators in this area.
Impact on modeshare	low
Upcoming Public Works Project	Yes



72nd Street Proposed Plan



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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **June 8, 2016**

SUBJECT: DISCUSSION REGARDING THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE DESIRE TO INCORPORATE LOW-FLOOR TROLLEYS TO IMPROVE ACCESSIBILITY FOR SENIORS AND THE DISABLED FOR THE NORTH BEACH, MID BEACH, AND COLLINS LINK TROLLEYS

At its May 13, 2016 meeting, the Neighborhood/Community Affairs Committee (NCAC) discussed incorporation of low-floor trolleys to specifically improve accessibility for seniors and the disabled. The NCAC directed staff to gather more information and present options at the City Commission meeting on June 8, 2016.

BACKGROUND

On April 30, 2014, the City Commission approved the award of Invitation to Bid (ITB) No. 2014-154-SR for North Beach Trolley Turnkey Trolley Operations and Maintenance Services to Limousines of South Florida (LSF). The agreement with LSF was executed on May 8, 2014. North Beach Trolley service began operating on October 29, 2014.

The trolley vehicles used to provide service in Miami Beach are standard high-floor Classic American trolley vehicles that require the use of a wheelchair lift for disabled passengers and have a series of 4-5 steps of up to 10 inches in height in order for passengers to board and alight the trolley vehicle.

On April 15, 2015, as a result of some concerns from the Administration regarding the accessibility of high-floor trolley vehicles by elderly and disabled persons and the resulting impact on headways, the City Commission passed a motion directing the Administration to use low-floor trolley vehicles for the provision of present and future trolley service.

On October 21, 2015, the Mayor and City Commission adopted Resolution No. 2015-29194, authorizing the Mayor and City Clerk to execute Amendment No. 3 to the Agreement with LSF, increasing the scope of the Agreement to include the addition of the operation and maintenance services for two new routes in Middle Beach (the Middle Beach loop and the Collins Link). The term of the agreement is a full sixty (60) month term, commencing as of the roll-out date of all the new modified trolley vehicles for each respective route.

At this meeting, the City Commission modified its April 15, 2015 approval for use of 14 modified/kneeling high-floor/rear end wheelchair lift trolley vehicles for Middle Beach Trolley routes (Middle Beach loop and Collins Link) and the North Beach loop in lieu of low-floor trolley vehicles due to higher capital and operating costs of low-floor trolleys.

Letter to Commission (LTC) #461-2015 issued on November 30, 2015 transmitted the Disability Access Committee's concerns regarding the purchase of modified/kneeling high-floor/rear end lift

Commission Memorandum – Discussion regarding the Neighborhood/Community Affairs Committee desire to incorporate low-floor trolleys to improve accessibility for seniors and the disabled for the North Beach, Mid-Beach, and Collins Link trolleys June 8, 2016
Page 2

trolley vehicles and recommended that the City Commission reconsider and choose the low-floor vehicle (preferably bus over trolley) option for the Miami Beach trolley service. During multiple subsequent DAC meetings, the Committee has expressed its concerns with regards to high-floor trolleys.

On May 11, 2016, during the discussion on South Beach Circulator Options, the City Commission directed the Administration to proceed with the implementation of the previously approved South Beach Trolley route and further directing the Administration to competitively procure Turnkey Trolley Operations and Maintenance Services for the South Beach Trolley route. The competitive procurement would allow the City to receive more proposals with regards to trolley vehicle type and better ascertain the cost of the service using low-floor trolley vehicles.

On May 13, 2016, the NCAC discussed incorporation of low-floor trolleys to specifically improve accessibility for disabled passengers. The NCAC expressed concerns with the wheelchair lifts on the trolleys and directed staff to gather more information and present options at the June 8, 2016 City Commission meeting.

ANALYSIS

The trolley vehicles used to provide service in Miami Beach are standard high-floor Classic American trolleys that require the use of a wheelchair lift for disabled passengers. These trolleys cost approximately \$200,000 per vehicle. Frequent wheelchair lift deployment can affect on-time performance of the service as it causes prolonged stops and requires more space for passenger drop-off due to wheelchair lift design and operation. For comparison purposes, the average number of passengers per month from November 2015 to April 2016 was 72,830 on the North Beach Trolley loop and 33,100 on the Alton-West loop. Average number of wheelchair deployments per month for the same period was 90 for the North Beach Trolley loop (0.12% wheelchair passengers in total number of passengers) and 7 for the Alton-West loop (0.02% of wheelchair passengers in total number of passengers).

Prior to 2015, only one type of low-floor trolley vehicle was available in the market - the Gillig trolley replica, which is a heavy duty bus wrapped with decals and branded to look like a Classic American trolley car. This type of vehicle is quoted at \$450,000, more than twice the capital cost of a Classic American Trolley. However, in January 2015, Hometown Trolley manufactured its first low-floor vehicle. Upon request from City staff, Hometown provided an estimated price range of \$280,000 to \$350,000 for a new low-floor trolley vehicle depending on options chosen, as much as \$150,000 more than a Classic American Trolley. Each of the aforementioned low-floor trolley vehicles is equipped with an easy access foldable ramp for ADA accessibility. Low-floor vehicles drop-off passengers at grade, avoiding the need to deploy large wheelchair lifts for disabled passengers.

During the recent negotiations with the City's trolley service provider LSF, for the Middle Beach Trolley service, LSF raised various concerns with the use of low-floor trolley vehicles including manufacturer warranty being voided due to after-market modifications to the vehicle chassis as well as potential unforeseen costs that may result from the operation and maintenance of the new low-floor trolley vehicles. In particular, LSF expressed concerns with the reduced useful life of the tires due to the vehicle's lower suspension. As a result, the hourly operating rate provided by LSF for this type of vehicle was significantly higher than for a high-floor trolley vehicle.

Hometown Trolley representatives recently stated that there are no issues with respect to modified chassis warranty, which was a previous concern of LSF. City staff is currently verifying this information with Freightliner (chassis manufacturer). Additionally, staff found that currently more than

Commission Memorandum – Discussion regarding the Neighborhood/Community Affairs Committee desire to incorporate low-floor trolleys to improve accessibility for seniors and the disabled for the North Beach, Mid-Beach, and Collins Link trolleys June 8, 2016
Page 3

90% of the vehicles used for transit service in the nation are low-floor vehicles. It is important to note that most transit agencies use low-floor buses. Only a handful of transit agencies use trolley vehicles and even fewer have low-floor trolley vehicles since this type of vehicle was only recently introduced in the market. The cities of Coral Gables and Virginia Beach have recently purchased low-floor trolley vehicles and both cities have indicated to staff that they are pleased with the performance of their new vehicles.

At the NCAC meeting on May 13, 2016, staff was directed to present options at the next Commission meeting. Four (4) options described below provide opportunities for improving accessibility for seniors and the disabled for the North Beach loop, Middle Beach loop, Collins link and Alton-West loop.

Option 1. Incorporation of partial low-floor trolley vehicles in North Beach Trolley loop, Middle Beach Trolley loop, Collins Link and Alton-West loop

The City's current trolley service encompasses the permanent North Beach loop and the temporary Alton-West loop that currently operates on a month-to-month basis as a construction mitigation measure until construction in the area is completed or the South Beach Local is replaced with the South Beach Trolley. Four (4) high floor trolley vehicles serve the North Beach Trolley loop. In summer/fall of 2016, the City anticipates launching the Middle Beach Trolley loop which will consist of two routes currently referred to as Collins Link (5 trolley vehicles) and Middle Beach loop (6 trolley vehicles). Incorporation of partial low-floor trolley vehicles on each of the above routes would improve accessibility for seniors and the disabled passengers. If this option is selected, the low-floor trolley vehicles along the routes could be assigned special name/symbol that would enable low-floor trolley real-time tracking via the Miami Beach Trolley Tracker. Nevertheless, the wait time at a trolley stop for a low-floor trolley would vary and would depend on stop location in reference to low-floor trolley location in route. If the City desired a maximum wait time of 30 minutes between the vehicles, 50% of the vehicles on the 4 routes would need to be low-floor vehicles.

The incorporation of low-floor trolleys into the North Beach loop, Middle Beach loop, Collins Link and Alton-West loop would require an Amendment to the existing Agreement with LSF. The hourly rate proposed by LSF for low floor trolley vehicles during the recent negotiations for Middle Beach Trolley service was \$82.33. The incorporation of 2 low-floor trolleys in the North Beach loop, 3 low-floor trolleys in the Middle Beach loop, and 2 low-floor trolleys in the Collins Link would result in an annual cost of \$7,130,000, which represents an increase of approximately \$750,000 annually in the City's Trolley budget. Given the Alton-West loop operates on a month-to-month basis, incorporating one (1) low-floor trolley would result in a monthly increase of approximately \$9,000 to that service.

Additionally, assuming low-floor trolley vehicles are ordered in June 2016, the vehicles would be manufactured by end of March 2017.

To secure manufacturing of the trolley vehicles in a timely manner, LSF placed an order for 14 new trolley vehicles in December 2015. A deposit of 5% of the total cost of 14 vehicles was paid on January 6, 2016 (\$123,587.80). The chassis for 14 trolleys started production on May 23, 2016 with delivery estimated to start in mid-August 2016. Since 7 vehicles would need to be replaced, it is estimated that the financial impact to the City for cancelling approximately half of the order would be over \$62,000.

Commission Memorandum – Discussion regarding the Neighborhood/Community Affairs Committee desire to incorporate low-floor trolleys to improve accessibility for seniors and the disabled for the North Beach, Mid-Beach, and Collins Link trolleys June 8, 2016

Page 4

Option 2. Replacement of high-floor with low-floor trolleys in North Beach Trolley loop, Middle Beach Trolley loop, and Collins Link under current contract with LSF

This option would require an Amendment to the current Agreement with LSF. Additionally, if this option is selected, the City would have to reimburse LSF for the deposit as well as other costs associated with any additional parts that have been ordered for the 14 trolleys currently in production. Furthermore, LSF stated its concerns with regards to legal ramifications or lawsuits that may occur as a result of cancelling the current order. The incorporation of low-floor trolley vehicles into the North Beach loop, Middle Beach loop, and Collins Link would result in an increase of approximately \$1,600,000 annually in the City's Trolley budget (total of \$8,000,000 per year). Additionally, early contract termination (i.e., termination for convenience) would result in the City paying LSF for the un-amortized cost of the North Beach trolley vehicles (approximately \$580,000) as well as cost incurred to date for the 14 new vehicles which have been ordered and are currently in production (including but not limited to deposit of \$123,587.80). Assuming low-floor trolley vehicles are ordered in June, 2016, the vehicles would be manufactured sometime after March 2017.

Option 3. Terminating current contract with LSF and competitively procuring Turnkey Trolley Operations and Maintenance Services for North Beach Trolley loop, Middle Beach Trolley loop, and Collins Link

Should the City Commission believe that low-floor trolley vehicles are critical for the service, the Commission may elect to consider terminating the existing agreement for convenience and reissuing a bid to competitively procure Turnkey Trolley Operations and Maintenance Services for North Beach Trolley loop, Middle Beach Trolley loop and Collins link given that LSF does not have experience with the operation of low-floor trolley vehicles and staff cannot provide supportive analysis for the hourly rate proposed by LSF for operation of low-floor trolley vehicles. Please note that issuing a bid will delay delivery of the vehicles for the Middle Beach Loop and Collins Link from approximately September 2016 to June 2017. This timeline is based on issuing a bid in June and bid award in July 2016. Similarly to Option 2 above, early contract termination (i.e., termination for convenience) would result in the City paying LSF for the un-amortized cost of the North Beach trolley vehicles (approximately \$580,000) as well as cost incurred to date for the 14 new vehicles which have been ordered and are currently in production (including but not limited to deposit of \$123,587.80). Thus, the City's exposure is estimated to be over \$700,000 if this option is selected.

Option 4. Providing on-demand service for passengers in wheelchairs

As an alternative, the City could consider providing an on-demand transportation service for passengers in wheelchairs. The City of Miami is currently providing similar services and is in the fourth year of a contract with Transportation America (TA). Per input staff received from TA and City of Miami, the cost of each trip is \$24.39 for wheelchair. The service hours are Monday through Friday 8:00 AM to 5:00 PM. The service is at no cost and users are required to register. Given the number of current wheelchair passengers on the North Beach loop, and assuming proportional wheelchair passenger demand on the Middle Beach Trolley loop and Collins Link, this option would result in an annual cost of approximately \$79,000. This represents an annual savings of approximately \$1,500,000 in comparison to implementation of low-floor trolley vehicles as described in Option 2 above and a savings of approximately \$700,000 per year in comparison to Option 1 described above. Nevertheless, it is important to note that potential demand for this on-demand service in the future may be higher in comparison to current wheelchair passenger demand on the

Commission Memorandum – Discussion regarding the Neighborhood/Community Affairs Committee desire to incorporate low-floor trolleys to improve accessibility for seniors and the disabled for the North Beach, Mid-Beach, and Collins Link trolleys June 8, 2016
Page 5

trolley service as service would not be limited to operating exclusively along trolley routes. Additionally, the service hours would most likely have to be the same as the trolley operating hours.

South Beach Trolley

On May 11, 2016, during the discussion on South Beach Circulator Options, the City Commission directed the Administration to move forward with the implementation of previously approved South Beach Trolley service and further directed the Administration to competitively procure Turnkey Trolley Operations and Maintenance Services for the South Beach Trolley route. The competitive procurement would allow the City to receive more proposals with regards to trolley vehicle type and better ascertain the cost of the service using low-floor trolley vehicles.

CONCLUSION

It is important note that time is of the essence in terms of making a decision on whether to not to incorporate low-floor trolley vehicles in the City's trolley system.

This item is presented to the City Commission for discussion and direction.

JLM/RGB/JRG/MM

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R9H Presentation By FIU Hydrologist Henry Briceno On His Research And The Water Quality In Biscayne Bay.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

Granado, Rafael

From:

Grieco, Michael

Sent:

Monday, May 23, 2016 8:43 AM

To:

Granado, Rafael

Subject:

Fwd: MIAMI BEACH UNITED BALLOT QUESSTION: RESIDENTS' RIGHT TO KNOW

Attachments:

Untitled.jpg

Please add for June non-consent agenda a discussion item regarding MBU ballot question proposal below. Please attach this email to the item.

Sent from my iPhone

Michael Grieco

MIAMIBEACH

Michael C. Grieco Commissioner

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: <u>305-673-7204</u> / Fax: <u>305-673-7096</u> / <u>www.miamibeachfl.gov</u>

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Begin forwarded message:

From: < Nanlieb@aol.com>

Date: May 23, 2016 at 7:27:40 AM EDT

To: < philiplevine@miamibeachfl.gov >, < joymalakoff@miamibeachfl.gov >,

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1

Subject: MIAMI BEACH UNITED BALLOT QUESSTION: RESIDENTS' RIGHT TO KNOW

Dear Mayor Levine and Miami Beach City Commissioners.

Attached, you will find the language for a BALLOT QUESTION entitled the RESIDENTS' RIGHT TO KNOW created by MIAMI BEACH UNITED, a non-profit Miami Beach resident's organization whose mission is to promote the quality of life for the city's residents.

The goal of the organization is to place this language into the MIAMI BEACH Charter. MBU asks for your support as we move forward through the process to place the issue on the November, 2016 ballot.

Please acknowledge receipt of this either via email: nanlieb@aol.com, or by phone: 305 609 4288

Thank you for your support of MIAMI BEACH UNITED.

Nancy Liebman, president MIAMI BEACH UNITED, INC.



PROPOSED BALLOT QUESTION: Residents' Right to Know. Shall the City Charter be amended to provide for targeted notice and timely opportunities for input on matters that potentially impact residents' quality of life, for officially registered resident associations or persons who register for neighborhood notices, and to provide for procedural fairness in reviewing and presenting evidence of neighborhood impacts during City processes, with non-compliance constituting sufficient grounds for deferral, timely reconsideration, or appeal to the City Commission?

PROPOSED NEW SECTION IN THE MIAMI BEACH CITY CHARTER: Residents' Right to Know. It shall be the policy of the City to provide targeted notice, timely opportunities for input, and procedural fairness in hearings for any proposed policy, ordinance, project, administrative decision, or other matter that potentially impacts residential quality of life in particular neighborhoods. The City may adopt administrative practices or ordinances consistent with the principles of this section.

Impacts to residents' quality of life. In determining whether a proposed matter potentially impacts residential quality of life, either in or directly adjacent to a particular neighborhood, factors include but are not limited to: any issues that have been formally raised by officially registered resident neighborhood associations; the potential for increased traffic over current levels; increases in building height, intensity or aggregation of land use, or density; changes of use or commercialization in nearby public parks, beaches, open spaces, or rights of way; the design and implementation of streetscape, transit, and area improvement projects, other than routine repairs and maintenance; and individual development applications that require anything more than a standard building permit; as well as significant changes to such matters that have been previously noticed or decided.

<u>Targeted neighborhood notice.</u> In providing for targeted notice, the City shall adopt by ordinance a definition and process for resident neighborhood associations to become officially registered with the City, with defined boundaries and periodic meetings that are noticed to residents; and shall provide accessible and technologically efficient means for any members of the pubic or other associations to register for and receive targeted notices from the City related to a specific neighborhood. In distributing targeted notice, the City shall utilize its best efforts to identify whether a proposed policy, ordinance, project, administrative decision, or other matter potentially impacts residential quality of life in or within 1,000 feet of the boundaries for such association(s). Targeted neighborhood notices shall be distinct

from any general agenda publication, published or posted notice, mailings to legally affected parties, or other specific notices required by law. For individual development applications, neighborhood notice under this section is deemed satisfied for a project that is noticed and fairly presented at a resident association meeting for the affected neighborhood(s) prior to hearings, provided that no significant changes are subsequently made to the application.

<u>Timely opportunities for input.</u> In providing timely opportunities for input related to quality of life impacts, the City shall utilize its best efforts prior to formal hearings to ensure that representatives of affected neighborhoods have fair access to participate in City processes that shape such policies, ordinances, projects, or decisions. Fair access includes factors such as meetings or workshops sufficiently in advance of public hearings, neighborhood association presentation and review, and adequate representation on any planning task forces for legally affected residents and officially recognized resident neighborhood associations.

Procedural fairness in hearings. In providing procedural fairness in City hearings or workshops related to quality of life impacts, including zoning or other quasi-judicial hearings, representatives of legally affected residents and officially registered resident neighborhood associations shall have standing to request times certain for public hearings at hours most convenient for affected members of the public; shall be provided adequate time to present or rebut evidence related to local impacts, notwithstanding time limits that may be imposed by ordinance; and shall be considered to have specialized knowledge and expertise related to quality of life impacts in or within 375 feet of the boundaries for such association. Residents and resident associations do not need to retain counsel to exercise these procedural rights. To ensure equitable access to information, a notice of filing and a copy of applications for quasi-judicial hearing before a land use board shall promptly be made available on the City's web site, as well as all materials provided to the Commissioners or members of any board or committee involving zoning or other quasi-judicial matters; material changes to submitted documents shall likewise be made available at least five business days before a hearing.

Enforcement. Evidence of non-compliance with this section constitutes prima facie grounds for immediate deferral, for timely reconsideration, or for appeal of an item to the City Commission, but shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Any resident may additionally submit evidence of City non-compliance with this section in writing to the City Clerk, who shall determine if a matter as alleged is a prima facie violation of this section, and if so shall refer the matter to the City Manager for timely reconsideration by the board or Commission, or to resolve administratively within a reasonable period of time; if such allegations are not resolved to the satisfaction of the complainant, the Clerk shall place the item on the Commission agenda for public hearing and resolution. In the absence of resolution acceptable to the resident by the Manager or Commission, the resident has the right of judicial action pursuant to Section C of this Charter. This procedure does not toll time periods required for challenges of City actions as otherwise permitted by law, which may be independently pursued.

R9J Discussion Regarding Memorial Day Weekend 2016 Report Card And Statistics. (Sponsored by Commissioner Michael Grieco)



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

John Elizabeth Alemán, Commissioner

DATE:

May 24, 2016

SUBJECT:

Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 08, 2016 City Commission Meeting Agenda:

A discussion item regarding leaking of Waste Management garbage trucks and the steps the city is taking to address the situation.

Miami Beach residents have brought up concerns of waste management trucks leaking garbage onto the streets along their trash pickup routes. It would be beneficial to discuss assessing the state of the trucks themselves in addition to learning more about the procedures that waste haulers follow and what the city is doing to remedy the situation.

If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

John Elizabeth Alemán, Commissioner

DATE:

May 26, 2016

SUBJECT:

Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 08, 2016 City Commission Meeting Agenda:

A discussion item to review the results of the Skate Park public workshop held on May 25, 2016 and to discuss the next steps to be taken.

If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

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Final Voting at the May 25, 2016 Public Workshop on Potential Skatepark Locations in North Beach

Type of Park: (53 Total Votes)

Traditional Skate Park - 5

All-Wheels Park - 7

Combo of Both-41

Location: (46 Total Votes)

72nd Street Parking Lot – 1

The West Lots – 11

South End of North Shore OS Park - 34

R9M Discussion Regarding The Creation And Funding Of A Proactive Illegal Short Term Rental (STR) Taskforce.

(Sponsored by Commissioner Michael Grieco)

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: DISCUSSION REGARDING OPEN DATA POLICY AND INITIATIVE

BACKGROUND

In March 2016, Commissioner Ricky Arriola's office requested that the matter of implementing an Open Data Policy be referred to the Finance and Citywide Projects Committee. commission directed staff to research the development of an Open Data Policy and to present what would be needed to implement such an initiative. The item was subsequently discussed at the May 20, 2016 Finance and Citywide Projects Committee meeting. Amy Knowles and Ariel Sosa presented the research that had been conducted on Open Data.

Open Data is generally defined as the concept that data should be freely available for use without restrictions from copyrights, patents or other mechanisms of control. The committee presentation highlighted that for our intent, open data can come in many forms:

- Raw data sets: raw data released in a portal for public use and analysis, such as a list of building permits.
- Geographic Information Systems (GIS): geospatial maps with layers representing different assets, such as fire hydrants and sewer lines.
- Financial transparency: OpenGov is already in place and it highlights how budget funds are allocated.
- Dashboards: Combine and aggregate data from many sources and display it in graphical interfaces or indexes that quickly summarize and indicate progress and status.
- Data Analytics: Very advanced and emerging science that uses past data to predict future trends in an accurate manner.
- Hackathon: A civic engagement event where the City would present a problem and related data and hold a competition to see who can come up with a novel and creative solution to the problem presented using the data provided

City staff had the opportunity to discuss open data experiences with other cities that have been implementing open data in different forms for years. Boston, Chicago, and Washington DC shared their experiences and highlights from their Open Data journeys. They also commented on the software packages that they use and the amount of staff that is involved with their open data initiatives. The range of staff varied from 2 to over 20 with different reporting structures.

Commission Memorandum
Discussion Regarding Open Data Policy and Initiative
June 8, 2016
Page 2 of 2

City staff has also started to hold preliminary meetings with one of the industry leaders in the Open Data software industry, Socrata. This company is being used by Miami-Dade county as they start to embark on their Open Data journey and was also mentioned in the conversations with other cities. Socrata can create an inventory of the over 400 databases that the City has. Once inventoried, Socrata will help prioritize what databases to share based on their experience in other cities and a value that cross references the effort involved versus the value received from publishing that data. The City's Open Data would also be hosted on the Socrata software cloud. The Socrata system would even be able to interface directly with the City's systems so as to automate data updates and increase transparency.

Although conversations with Socrata are very preliminary, they estimate that the recurring annual cost for an engagement of this size are in the \$100,000 to \$150,000 range. Additional estimated \$150,000 recurring costs would stem from the salaries associated with the augmentation of staff by 2. These staff members would be responsible for project management, departmental interfacing and data validation from constituent feedback, technical resources and subject matter experts. Lastly, an estimated \$50,000 would need to be invested, one time cost, in the preparation of the technical environment for data storage and associated software licensing.

CONCLUSION

Based on the direction provided by the Finance and Citywide Projects committee, the Administration is seeking direction from the City Commission on whether to pursue development of an Open Data Policy and implement an Open Data Initiative.

JLM /MT/AS

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager Ricky Arriola, Commissioner

FROM: DATE:

June 1, 2016

SUBJECT:

DISCUSSION REGARDING THE USE OF AUTO RETURN'S TOW

TECHNOLOGY ON MIAMI BEACH.

Please add the above subject as a discussion item to the June 8, 2016 Commission meeting agenda.

Auto Return is a technology company specializing in municipal towing management. Auto Return uses technology to improve the logistics, communications, and fiscal transparency of the towing process. Auto Return captures the data for the entire towing lifecycle by using a cloud based technology platform that digitizes the business process of towing management & logistics. Currently, the technology is being uses by other local governments like San Francisco, San Diego, Indianapolis, Kansas City, Denver, Austin, Las Vegas and Baltimore County. I ask for City staff to determine whether or not this technology will help create a more open and transparent towing process in Miami Beach.

Sincerely, Ricky Arriola

MIAMIBEACH

Ricky Arriola, *Commissioner*Office of the Mayor and Commission
1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x7107
www.miamibeachfl.gov

We help all sorts of people. Which one are you?





POLICE OFFICER



POLICE COMMUNICATIONS

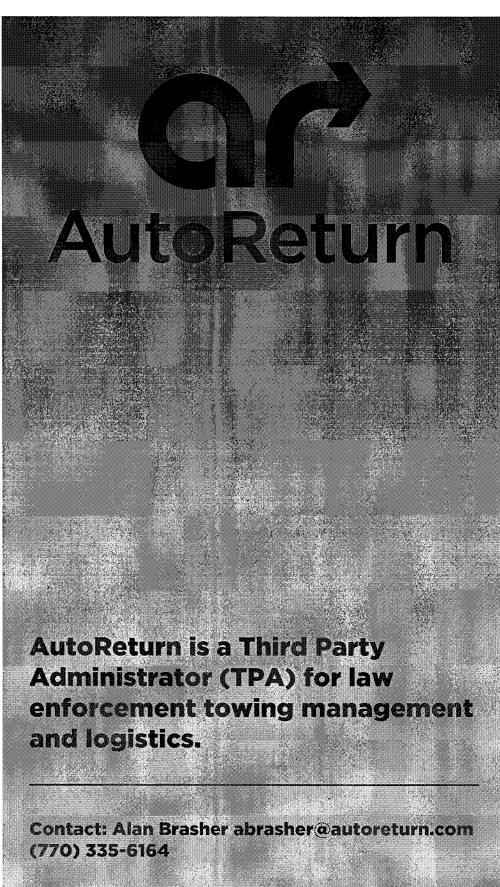


TOW OPERATOR



FISCAL MANAGER





Welcome to AutoReturn.

OUR SOLUTION:

- 1. Professional management
- 2. Technology / cloud (web) based platform
- 3. Implementation and integration services

WHAT IS LAW ENFORCEMENT TOW MANAGEMENT & LOGISTICS?

It is the process of optimizing the complex life cycle of a law enforcement tow.

Towing: tow request / dispatch management / communication **Storage:** impound management / police hold management **Customer Service:** vehicle return / customer service / claims

Disposal: lien processing / vehicle auctions

Controls & Infrastructure: business processes / technology / integration /

reporting

WE ENABLE OFFICERS AND POLICE COMMUNICATIONS TO FOCUS ON LAW ENFORCEMENT ACTIVITIES INSTEAD OF TOWING RELATED FUNCTIONS

Dispatch management is resource intensive. We offload dispatch management functions from police communications allowing them to focus on priority law enforcement activities. Our reduction in dispatch response times enables:

- 1. More police feet on the street
- 2. Measurable reduction in secondary accidents, increased officer and citizen safety
- 3. Improved traffic flow and reduced emissions

CITIZENS: WE MAKE THE TOWING EXPERIENCE AS PAINLESS AS POSSIBLE

Customer service: Our customer service staff, and the technology that they leverage, all work together to get citizens back in their cars quickly, efficiently, and courteously

Always available: Citizens can inquire about their vehicles 24x7 using our intuitive website or live customer service agents

Claims reduction: Great service means a dramatic reduction in the number of citizen complaints

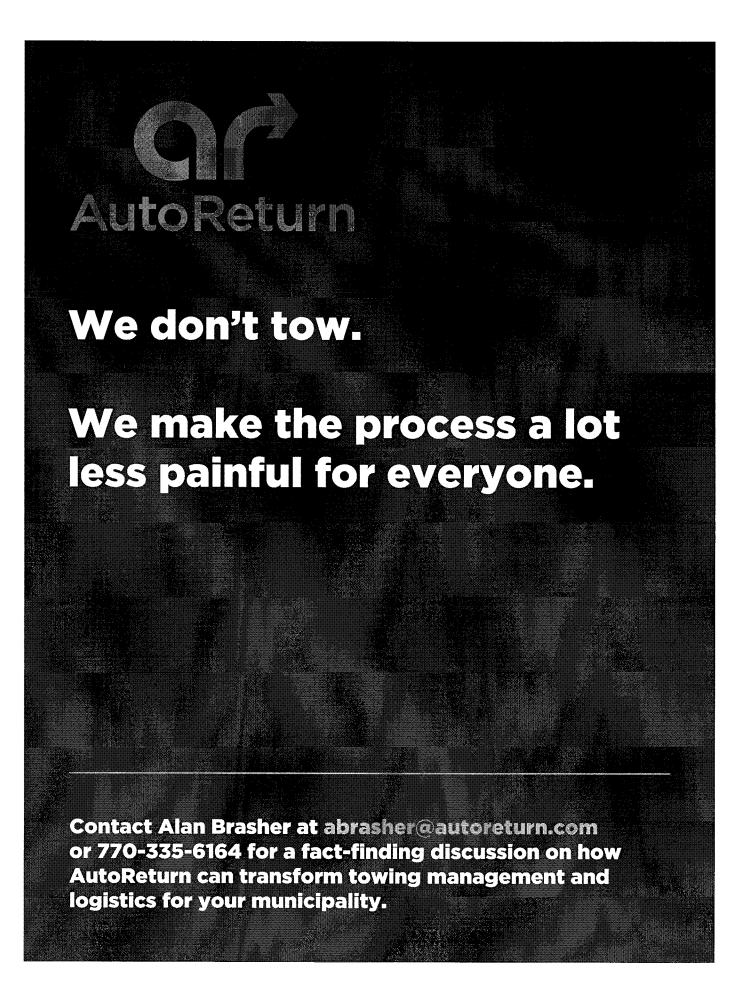
WE DON'T OWN TOW TRUCKS OR COMPANIES

Instead, we build partnerships with local, reputable tow companies of all sizes to create a seamless network. We manage tow companies and remove any possibility for a conflict of interest.

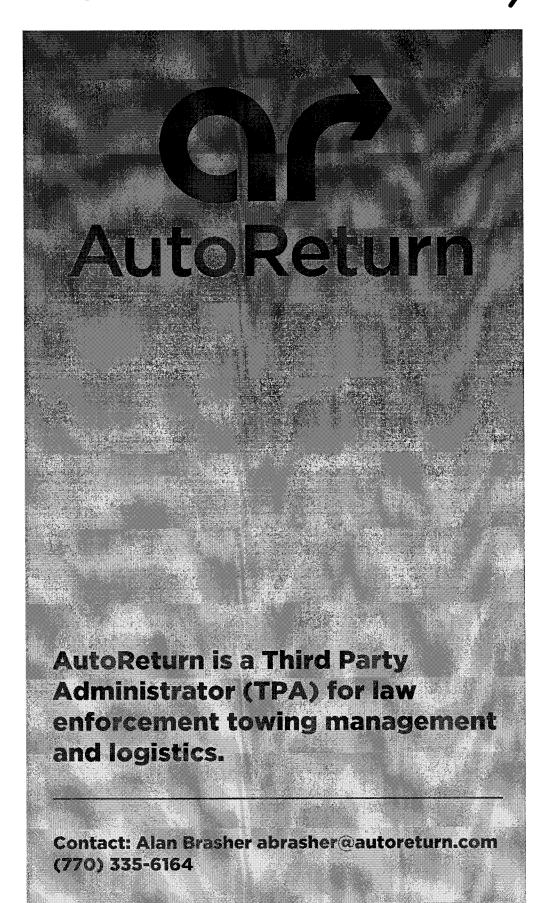
WE TRANSFORM THE TOWING EXPERIENCE WITHOUT ANY CAPITAL OUTLAY FROM YOUR MUNICIPALITY

- Our solution can be configured for any municipal model
- We handle key operational towing management functions on behalf of the municipality
- · We offload public inquiries from municipal staff
- · We increase service levels for all stakeholders
- Municipal users benefit from access to real-time data, scheduled and ondemand reporting providing a clear view into operations
- We bring business best practices to our municipal partners





We help all sorts of people. Which one are you?







POLICE OFFICER





TOW OPERATOR





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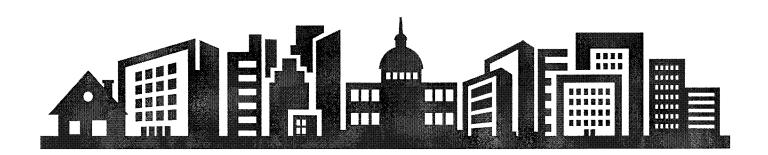
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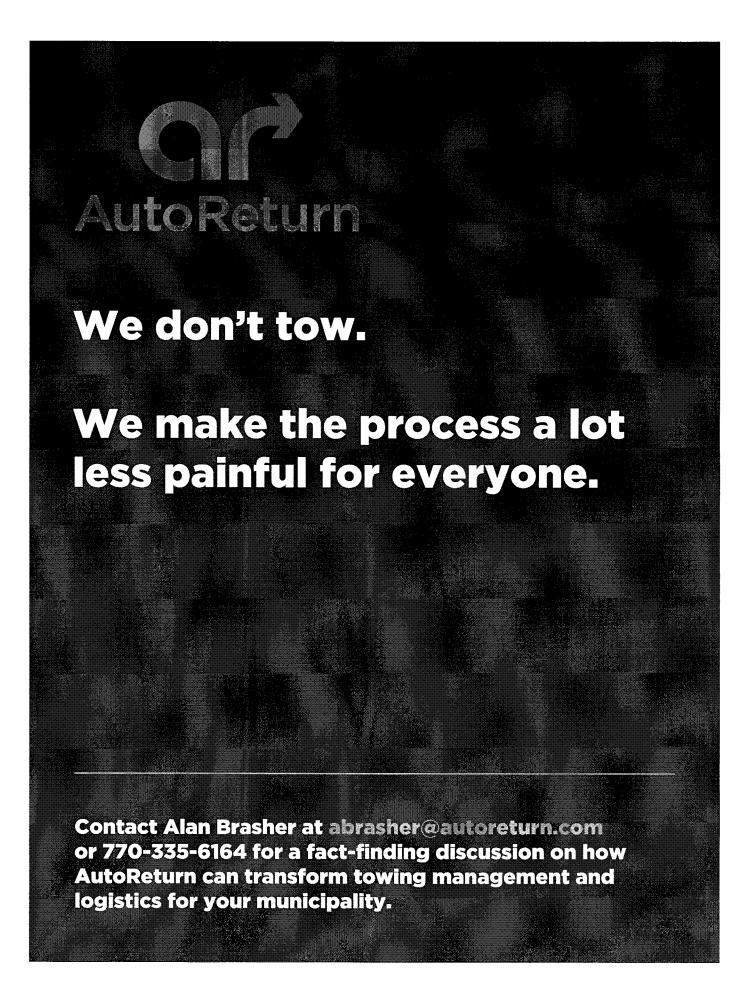
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- We bring business best practices to our municipal partners







OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

Kristen Rosen Gonzalez, Commissioner

DATE:

June 1st , 2016

SUBJECT: Discussion item regarding Residents' Right to Know.

Please place on the June 8th City Commission Meeting Agenda a discussion item regarding the Civic Initiative to Amend the City Charter/Residents' Right to Know.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz



Civic Initiative to Amend the City Charter Residents' Right to Know

For Review and Consideration (Miami Beach United Committee Draft, May 19, 2016)

PROPOSED BALLOT QUESTION: <u>Residents' Right to Know.</u> Shall the City Charter be amended to provide for targeted notice and timely opportunities for input on matters that potentially impact residents' quality of life, for officially registered resident associations or persons who register for neighborhood notices, and to provide for procedural fairness in reviewing and presenting evidence of neighborhood impacts during City processes, with non-compliance constituting sufficient grounds for deferral, timely reconsideration, or appeal to the City Commission?

PROPOSED NEW SECTION IN THE MIAMI BEACH CITY CHARTER: Residents' Right to Know. It shall be the policy of the City to provide targeted notice, timely opportunities for input, and procedural fairness in hearings for any proposed policy, ordinance, project, administrative decision, or other matter that potentially impacts residential quality of life in particular neighborhoods. The City may adopt administrative practices or ordinances consistent with the principles of this section.

Impacts to residents' quality of life. In determining whether a proposed matter potentially impacts residential quality of life, either in or directly adjacent to a particular neighborhood, factors include but are not limited to: any issues that have been formally raised by officially registered resident neighborhood associations; the potential for increased traffic over current levels; increases in building height, intensity or aggregation of land use, or density; changes of use or commercialization in nearby public parks, beaches, open spaces, or rights of way; the design and implementation of streetscape, transit, and area improvement projects, other than routine repairs and maintenance; and individual development applications that require anything more than a standard building permit; as well as significant changes to such matters that have been previously noticed or decided.

<u>Targeted neighborhood notice.</u> In providing for targeted notice, the City shall adopt by ordinance a definition and process for resident neighborhood associations to become officially registered with the City, with defined boundaries and periodic meetings that are noticed to residents; and shall provide accessible and technologically efficient means for any members of the pubic or other associations to register for and receive targeted notices from the City related to a specific neighborhood. In distributing targeted notice, the City shall utilize its best efforts to identify whether a proposed policy, ordinance, project, administrative decision, or other matter potentially impacts residential quality of life in or within 1,000 feet of the boundaries for such association(s). Targeted neighborhood notices shall be distinct from any general agenda publication, published or posted notice, mailings to legally affected parties, or other specific notices required by law. For individual development applications, neighborhood notice under this section is deemed satisfied for a project that is noticed and fairly presented at a resident association meeting for the affected neighborhood(s) prior to hearings, provided that no significant changes are subsequently made to the application.

<u>Timely opportunities for input.</u> In providing timely opportunities for input related to quality of life impacts, the City shall utilize its best efforts prior to formal hearings to ensure that representatives of affected neighborhoods have fair access to participate in City processes that shape such policies, ordinances, projects, or decisions. Fair access includes factors such as meetings or workshops sufficiently in advance of public hearings, neighborhood association presentation and review, and adequate representation on any planning task forces for legally affected residents and officially recognized resident neighborhood associations.

<u>Procedural fairness in hearings.</u> In providing procedural fairness in City hearings or workshops related to quality of life impacts, including zoning or other quasi-judicial hearings, representatives of legally affected residents and officially registered resident neighborhood associations shall have standing to request times certain for public hearings at hours most convenient for affected members of the public; shall be provided adequate time to present or rebut evidence related to local impacts, notwithstanding time limits that may be imposed by ordinance; and shall be considered to have specialized knowledge and expertise related to quality of life impacts in or within 375 feet of the boundaries for such association. Residents and resident associations do not need to retain counsel to exercise these procedural rights. To ensure equitable access to information, a notice of filing and a copy of applications for quasi-judicial hearing before a land use board shall promptly be made available on the City's web site, as well as all materials provided to the Commissioners or members of any board or committee involving zoning or other quasi-judicial matters; material changes to submitted documents shall likewise be made available at least five business days before a hearing.

Enforcement. Evidence of non-compliance with this section constitutes prima facie grounds for immediate deferral, for timely reconsideration, or for appeal of an item to the City Commission, but shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Any resident may additionally submit evidence of City non-compliance with this section in writing to the City Clerk, who shall determine if a matter as alleged is a prima facie violation of this section, and if so shall refer the matter to the City Manager for timely reconsideration by the board or Commission, or to resolve administratively within a reasonable period of time; if such allegations are not resolved to the satisfaction of the complainant, the Clerk shall place the item on the Commission agenda for public hearing and resolution. In the absence of resolution acceptable to the resident by the Manager or Commission, the resident has the right of judicial action pursuant to Section C of this Charter. This procedure does not toll time periods required for challenges of City actions as otherwise permitted by law, which may be independently pursued.



OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: John Elizabeth Alemán, Commissioner

DATE: May 27, 2016

SUBJECT: Agenda item for June 8, 2016 City Commission Meeting

Please place the following on the June 08, 2016 City Commission Meeting Agenda:

A discussion item regarding a new paradigm for a resident alert system.

In my own experience, and in talking to my fellow City of Miami Beach residents, I have observed that it can be very difficult to keep track of a "Topic" (e.g. issue, project, or proposed ordinance change) throughout its lifecycle in our municipal processes.

Topics may originate in many ways including being introduced on a consent agenda, as a discussion item, or by resolution or ordinance change, or through the budgeting process. Topics may be heard at Commission, Committee or on a Land Use Board, or other public meeting, and can be deferred, referred or continued. There is no set order for the procedural toll gates through which a Topic may pass on its road from origination to implementation.

Searches conducted on our city website are not always the most effective and comprehensible way to stay up-to-date, and it would be time consuming and ineffective for a resident to review all of the agendas for all of the public meetings to determine where their *Topics* of interest will be heard or discussed.

It is therefore difficult for Miami Beach residents to stay informed about Topics of importance to them.

I would like to request the City Staff (Communications, IT, City Clerk's Office) to devise a method / capability for residents to sign up for and receive electronic alerts when their *Topics* of interest are published on a City Meeting Agenda.

Predetermined keyword selections (*Topics*) might be one method, where example keywords could include terms of interest such as "short term rental", "transient rental", "pool", "kayak", "education", "south beach", "mid beach", "north beach", "stormwater", "water quality", "Alton", "Washington", "Collins", "art", "preservation", "FAR", "marina", "parking" and more... key words would continue to be added as needed.

In addition to devising the technical approach, I would ask City Staff to propose a process by which keyword consistency would be maintained, the appropriate keywords would be attached to all Agenda items submitted, and the alerts would be electronically sent to residents when the Agendas are officially published.

If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: John Elizabeth Alemán, Commissioner

DATE: May 27, 2016

SUBJECT: Agenda item for June 8, 2016 City Commission Meeting

Please place the following item on the June 08, 2016 City Commission Meeting Agenda:

A discussion item regarding the creation of an electronic bookshelf of master plans on the city's website.

In order to facilitate resident searches related to city projects and past and current city Master Plans, I would like to introduce an electronic bookshelf of the City's master plans to be housed under the current Major Projects/Studies and Plans city webpage, shown below. The bookshelf would include links to all past and current Master Plans, major projects and studies which are currently dispersed throughout multiple department pages of the city website. Included would be the Stormwater Management Master Plan, the Miami Beach Convention Center Master Plan, the Blueways Master Plan, the Washington Avenue Vision and Master Plan, the Atlantic Greenway Network-Bike Master Plan, the Transportation Master Plan, and the Bicycle/Pedestrian Master Plan, the soon-to-be North Beach Master Plan, among

any others.

These Master Plans can all be found today on the City's web site through the Search function, but you have to know what you are looking for, that it exists, and what it is called. For example, if you searched for "waterway master plan," you would find the Stormwater Master Plan, but not necessarily the Blueways Master Plan.

To better reflect the contents of the updated webpage, I would also like to consider the changing of the webpage name to "Master Plans and Major Projects/Studies".



If you have any questions, please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION 1700 Convention Center Drive, Miami Beach, FL 33139

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jimmy Morales, City Manager

FROM:

Kristen Rosen Gonzalez, Commissioner

DATE:

June 2nd, 2016

SUBJECT: Discussion item regarding Red Light Violation Camera Enforcement.

Please place on the June 8th City Commission Meeting Agenda a Discussion Regarding Terminating The Month To Month Contract With The City's Current Red Light Camera Provider, And Discontinuing The Request For Proposal Process, RFP No. 2016-046-KB, Which Seeks A Red Light Violation Camera Enforcement System And Related Support Services.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz

R10 CITY ATTORNEY REPORTS

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul Aguila, City Attorney

DATE: June 8, 2016

SUBJECT: City Attorney's Status Report

LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

 PENINSULA CONDOMINIUM ASSOCIATION, INC. vs. THE UNKNOWN SPOUSE, HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF CARMEN FERNANDEZ, DECEASED, ET AL., Case No. 16-9438 CA 27 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

This is an action to foreclose a condominium lien on real property located at 1350 SW 122 Avenue, Unit 321, Miami, Florida. The Summons and Complaint were served on the City on May 3, 2016.

The City's Answer and Affirmative Defense was filed on May 3, 2016.

 KENNETH VERDOORDT AND GLADYS SILLERO, HIS WIFE V. CITY OF MIAMI BEACH, Case No. 2016-004323-CA-01 (County Court of the 11th Judicial Circuit in and for Dade County, Florida)

The City was served with this complaint on May 12, 2016 alleging that on February 25, 2012, the plaintiff, Kenneth Vervoordt, was walking near the intersection of 19th Street and Jefferson Avenue within the City limits of Miami Beach, when he tripped in a hole in the street that was unobvious and unreasonably dangerous from leaves or debris covering it, causing the Plaintiff to trip and fall and sustain injuries. He is suing the City for negligence with an attached consortium claim. We shall file our answers and propound discovery to the Plaintiffs.

3. RACHEL GARCIA V. THE CITY OF MIAMI BEACH Case No. 2016-011521-CA-01 (Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, FL)

The City was served with this complaint on May 12, 2016 alleging that on July 14, 2014, the plaintiff, Rachel Garcia, fell on the sidewalk at or near 785 84th Street, Miami Beach, Florida, by tripping over a rope on a water meter box and/or cover at that location resulting in bruises and scrapes to her right knee. Fire rescue responded to the scene, treated the plaintiff and transported her to Mount Sinai ER. The Plaintiff is suing the City for leaving an unsafe hazard (the rope tittered to the water meter box) that caused the plaintiff's injury. We shall file our answer and propound discovery to the plaintiff.

RA\SR\RR\EB\ir

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul Aguila, City Attorney

DATE: June 8, 2016

SUBJECT: City Attorney's Status Report

LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. PENINSULA CONDOMINIUM ASSOCIATION, INC. vs. THE UNKNOWN SPOUSE, HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF CARMEN FERNANDEZ, DECEASED, ET AL., Case No. 16-9438 CA 27 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

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RA\SR\RR\EB\Ir

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REPORTS AND INFORMATIONAL ITEMS

1. Reports and Informational Items (see LTC 241-2016)



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

234-2016

LETTER TO COMMISSION

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager 1

Date: June 8, 2016

Subject: List of Projects Covered by the Cone of Silence Ordinance

In an effort to disseminate information to elected officials and City staff relative to projects that are covered by the requirements of the City's Cone of Silence Ordinance, following is a list of all current solicitations (i.e., Invitation for Bids ("Bids"), Request for Proposals (RFPs), and Request for Qualifications (RFQs), that, to date, are covered by the ordinance. Please note that the Cone of Silence is in effect from the date the solicitation is advertised, as indicated below, through date of award by the City Commission.

Solicitation Number	Date Advertised and Issued	Document Title	Department
RFP-2016-009-ME	10/19/2015	To Seek Proposals From Parties Interested In Partnering With The City To Develop Public Parking Garages Within The City of Miami Beach	Parking
ITB-2016-032-AK	03/21/2016	Bicycle Purchase, Parts, Accessories and Repair Services	Police
RFP-2016-034-AK	01/20/2016	Fire & Police False Alarm Billing System	Police
RFP-2016-036-KB	01/15/2016	Design/Build Services for Police Station Building, Firing Range Ventilation Systems Replacement	CIP
RFP-2016-042-KB	12/18/2015	Design/Build Services for Stormwater Pump Station at Northeast Corner of Convention Center Drive	Public Works
ITB-2016-045-WG	01/12/2015	Lease of Golf Course Turf Maintenance Equipment	Parks and Recreation
ITB-2016-048-MT	03/28/2016	Electric Motor Rewind, Pump Repair and Maintenance	Public Works
ITB-2016-050-MT	03/25/2016	Monitoring Services, Annual Inspection, Testing, Certification, Repair and Maintenance of Firm Alarm Systems Citywide	Property Management

RFP-2016-052-KB	12/18/2015	Design/Build Services for Stormwater Pump Station on 19 th Street Between Convention Center Drive and Meridian Avenue	Public Works
RFQ-2016-057-WG	02/17/2016	Investigation and Adjusting Service for Selected Tort Liability and Workers Compensation Claims	Human Resources
PRD-2016-071-KB	01/12/2016	Notice of Receipt of Unsolicited Proposal and Request for Alternative Proposals for Light Rail/Modern Streetcar Project in Miami Beach	Transportation
RFQ-2016-073-KB	02/16/2016	Construction Manager at Risk for Lincoln Road District Improvements	CIP
ITN-2016-084-WG	04/22/2016	Administration of the City's Ancillary Health Benefits for Employees, Retirees and their Dependents - Family and Medical Leave Act (FMLA) Administration; Long-Term Disability Coverage for Defined Contribution Retirement Plan (401A) Participants, and Voluntary Short-Term and Long-Term Disability; Group Dental Coverage; and Group Term Life and Accidental Death & Dismemberment Coverage	Human Resources
RFP-2016-086-WG	03/11/2016	Health Plan Services or Stand Alone Options Which may Include Pharmacy Benefits Services, Employee Assistance Program, and Stop Loss Re-Insurance, For Benefits to the City of Miami Beach Active Employees, Pre-65 Retirees, and Post-65 Retirees Enrollees	Human Resources
RFP-2016-090-KB	03/14/2016	Design/Build Services for West Avenue Improvements Phase II South of 14 th Street	Public Works
RFP-2016-091-KB	03/14/2016	Design/Build Services for West Avenue Improvements Phase II North of 14 th Street	Public Works
RFQ-2016-097-KB	05/16/2016	P3 Consultant for Workforce Housing Initiative	Office of Housing & Community Services
RFP-2016-100-KB	02/26/2016	Design/Build Services for Stormwater Pump Station at the Intersection of Alton Road and North Bay Road and Associated Stormwater Improvements for North Bay Road	Public Works
RFQ-2016-107-WG	04/14/2016	Hosted Automatic Call Distribution Service	Finance
ITB-2016-111-ND	03/25/2016	Concrete Curbing/Sidewalk Construction Purchase of Asphaltic Concrete/Related Materials and Striping of City Streets and Parking Lots	Public Works
RFQ-2016-115-AK	04/18/2016	Noise, Acoustic and Sound Services	Planning
RFQ-2016-116-KB	04/20/2016	Architectural and Engineering Design Services for New Bus Shelters	Transportation

RFQ-2016-124-KB	04/20/2016	Architectural and Engineering Design Criteria for Professional Services for Mixed Used CIP Parking Garages	
ITB-2016-128-KB	04/20/2016	Middle Beach Recreational Corridor (MBRC) Phase II – Section I (From 53rd street to 64th street)	CIP
RFQ-2016-138-KB	05/18/2016	Architectural and Engineering Design Services for Maurice Gibb Memorial Park	CIP
RFQ-2016-139-WG	05/13/2016	Access Control and Security System Consultant	Emergency Management
ITB-2016-144-KB	05/20/2016	Construction of Surface Lot (1A) P2-Penrods	CIP
ITN-2016-178-MT	05/27/2016	Variable Frequency Drive Replacement at City's Pump Stations	Public Works
ITB-2016-140-MT	05/27/2016	Repairs, Modifications, Additions and Property Maintenance of Doors Managem	
RFQ-2016-147-KB	06/10/2016 (Tentative)	The Construction of the Convention Contex Carl CID	

Please note that ITBs, RFPs, and RFQs are being issued on a daily basis. Therefore, it is recommended that you or your staff view the list of projects under the Cone of Silence on a regular basis. Should you have any questions or need additional information, please feel free to contact me.

JLM/MT/AP/ME/AY
T:\AGENUA\2016\June\Procurement\Reports

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

June 8, 2016

SUBJECT: REPORT FROM COMMISSION COMMITTEES OF WITHDRAWN ITEMS NOT HEARD WITHIN (6) SIX MONTHS FROM REFERRAL DATE.

Pursuant to Resolution No. 2013-28147, items that are referred to Commission Committees to be reviewed, but are not heard by that Committee within (6) six months of its referral date are automatically withdrawn.

Attached is a list of item(s) that were automatically withdrawn for June 2016:

Neighborhood/Community Affairs Committee

There are no items to be automatically withdrawn at this time.

Finance & Citywide Projects Committee

There are no items to be automatically withdrawn at this time.

Sustainability & Resiliency Committee

There are no items to be automatically withdrawn at this time.

Land Use & Development Committee

There are no items to be automatically withdrawn at this time.

JLM/REG

T:\AGENDA\2016\June\Committee Items Removed after 6 months.docx

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

LETTER TO COMMISSION

OFFICE OF THE CITY MANAGER

LTC #

232-2016

TO:

Mayor Philip Levine and Members of the City Commission

FROM:

Jimmy L. Morales, City Manager

DATE:

May 25, 2016

SUBJECT: Miami Beach Convention Center Construction Project Update

The purpose of this LTC is to update the Mayor and City Commission on the Miami Beach Convention Center renovation and expansion project for the month of April 2016. Project dashboard is attached as Exhibit A and a corresponding Budget Summary Breakdown is attached as Exhibit B. In addition, narrative updates are as follows:

BIDDING

97% of the trade costs of the project have been awarded to date for a total of \$398 million of the forecasted budget of \$411.6 million. In April, the Construction Manager awarded trade sub-contracts for ornamental metals, miscellaneous metals, painting, site concrete, asphalt, unit pavers, and pavement markings.

GUARANTEED MAXIMUM PRICE (GMP) DRAW Direct Purchase

The City continues its direct purchase of materials for the project, heading toward a budgeted sales tax savings of \$6 million. Through April 30 the City has directly purchased \$29.3 million in materials resulting in a sales tax savings of \$1.65 million.

Construction Manager's (CM) Contingency

\$1.61 million of out of the \$29.7 million CM contingency has been utilized for costs mostly related to the need to create a temporary kitchen and for additional dewatering. soil stabilization and structural pile costs.

Taking into account direct purchases and payments for the construction, a total of \$56.1 million, or 10.9%, of the total updated GMP amount of \$513,790,745 has been invoiced through April. For a detailed breakdown, refer to Exhibit B (GMP + Direct Purchases Line Item).

DESIGN STATUS

As mentioned in last month's LTC, the design team is developing a new approach to the life safety design concept which eliminates the need for a smoke control system by providing more exits and closer access to exits and fire-rated corridors. On April 12th, the construction manager was directed to proceed assuming the new design. The formal design documents that include the new approach to life safety were submitted to the construction manager on May 23. The net cost impact is planned to be known in late June or early July.

SCHEDULE

The construction of the project is advancing taking into account the Art Basel 2016 milestone date of November 17, 2016. The change in approach to life safety is being integrated into the schedule, and plans are being modified to meet the Art Basel deadline. Once the construction manager has reviewed the May design documents, a revised schedule will be prepared outlining the plan to meet the Art Basel opening.

CONSTRUCTION

Key construction activities included:

- South Addition: Installation of 88 auger cast in place piles; demolition of southeast mezzanine that faces the Fillmore.
- North Addition: Installation concrete for grade beams and shear walls along North expansion area and the northeast helix structure; installation of bracing for shear walls; continued dewatering and monitoring of arsenic levels; installation of underground electrical and communication conduits; installation of large (48") underground storm piping that takes rainwater from the roof.
- Halls A and B: Continued installation of: roof drains and white silicone roof coating; spiral ducts for air handling system; catwalks; sprinkler piping;; storm water overflow and chill water piping;, high bay lighting and stick-pin insulation in Halls A and B.
- East Concourse: On the interior-completed placement of concrete in elevator pits and started installation of concrete block walls; continued installation of mechanical, electrical, plumbing and sprinkler pipe rough-in; underground plumbing; demolition on the second floor; placement of new concrete floors on grade. On the exteriorinstallation of the foundation wall that will support the new Washington Ave. curtain wall and fins; demolished the gable roof structure facing 19th street and prepared for the installation of the new flat roof structure; continued the finishing touches on the demolition of the existing façade.

OWNER COSTS

A total of \$38,182,401, or 57.4%, of the owner cost budget has been expended to date. Exhibit B has been updated since the previous monthly report to reflect the allocation of certain insurance costs from Owner's Costs to Contractor's Soft Costs. Specifically, \$4.7 million in general liability wrap insurance that was originally to be purchased directly by the owner was actually purchased by the contractor.

OVERALL COSTS

From an overall project perspective, just under \$94.3 million, or 15.3%, has been spent on the \$615.9 million project.

LOCAL HIRE

Clark Construction continues their commitment to maximizing workforce opportunities for City of Miami Beach and Miami-Dade County residents. A total of 1,329 workers have been employed by the project. This includes all certified payroll from October 2015 to April 30, 2016. The labor force includes full-time, part-time, and temporary labor and also includes daytime and nighttime shifts.

Attached as Exhibit C is a summary of the local hiring efforts, to date, of Clark and its subcontractors. The current report shows a summary of all employees on the project thus far, sorted by zip code. Clark is currently almost 59% local hire by individual (Miami Beach, with a total of 11 employees, and Miami-Dade County with a total of 782). The

Miami Beach Convention Center Project Monthly Construction Project Update May 25, 2016 Page 3 of 3

sharp increase in this month's total employees in comparison to the month of March (total of 756) is mostly due to the employment of additional workers for weekend work. In addition, several new subcontractors have submitted payroll information.

The report also shows a large percentage of minority labor being employed on the project (62.7% African American, Asian and Hispanic).

PUBLIC INFORMATION

The City continues to dedicate efforts to advise the public of the status of the project through the City's social media outlets including Twitter, Facebook, and Constant Contact. A monthly newsletter and traffic alerts are included as part of the outreach effort. For an example of the posts for the month of April, refer to Exhibit D.

If there are any questions, please do not hesitate to contact myself or Maria Hernandez at Extension 2584.

Attachments:

Exhibit A – Project Dashboard and Site Photos

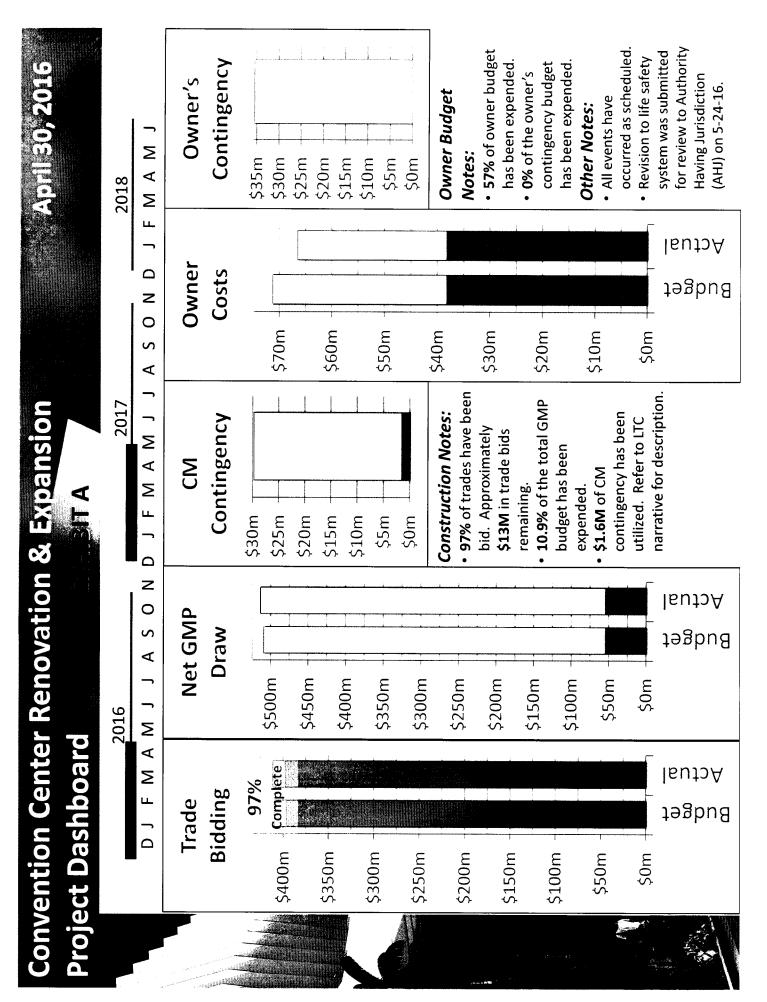
Exhibit B – Budget Summary Breakdown

Exhibit C – Clark Construction Local Hiring Summary

Exhibit D - Public Outreach Report

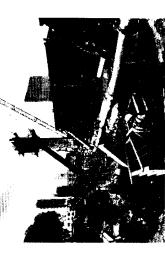
JLM / MH

F:\cmgr\\$ALL\Convention Center\Commission Updates - Monthly_Quarterly\2016 April Monthly (June 8 Commission)\LTC MBCC Update 2016 05.docx



Convention Center Renovation & Same Project Dashboard





North Loading Dock - View E from Grids 2 & L.3



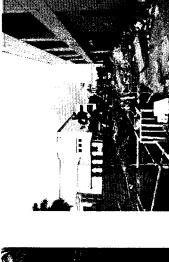
Elevs 02.01 & 02 - View SW from Grids Q.451 & 2.95



O-033.03 North Loading Dock - View E from Grids Q.6 & 3.815



O-033.06 East Conc, Level 2 - View N from Grids 22.67 & T.1

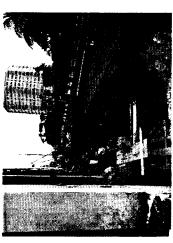


O-033.09 South Addition – View W from Grids U & 25



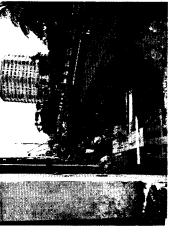
O-033.05 East Conc, Level 2 - View S from Grids 14.72 & S.75

O-033.04 Hall A - View SW from Grids 22 & G



O-033.08 East Con, Ext Façade – View N from Grids U & 24

O-033.07 Hall B Roof - View S from Grids S & 18







O-034.02 North Loading Dock – View SW from Grids 2 & L.3

North Loading Dock - View S from Grids 3 & J





O-034.03 North Loading Dock - View SE from Grids M & 1



O-034.06 Hall A – View E from Grids N & 9



O-034.09 South Addition – View E from Grids 25 & Q.31





O-034.08 Hall A – View SW from Grids S & 12





O-034.07 East Conc, Level 1 – View SW from Grids T & 8.32

EXHIBIT B

Miami Beach Convention Center Expansion & Renovation Project

Approved Budget				Dashboard Summary				
	10/7/15 Original Budget	% Total	Budget Variance	Current Forecasted Budget	Current Budget %	Current Expenses	% Spent	Balance Remaining
Trade Costs Direct Purchase Change Orders	\$410,205,803 0 0	66.62% 0.00% 0.00%	1,455,761 -29,396,035 0	\$411,661,564 -29,396,035 0	-4.77% 0.00%			:
Subtotal	410,205,803	66.62%	-27,940,275	382,265,528	62.07%	36,695,177	9.60%	345,570,352
Contractor Soft Costs General Conditions (Clark Staffing) General Requirements	24,465,886 14,760,103	3.97% 2.40%	0 57,633	24,465,886 14,817,736	3.97% 2.41%	4,150,000 3,863,138	16.96% 26.07%	20,315,886 10,954,598
Payment & Performance Bond GL Insurance CMr Fees (3.8%)	3,708,000 1,807,650 17,288,003	0.60% 0.29% 2.81%	-195,990 6,074 65,987	3,512,010 1,813,724 17,353,989	0.57% 0.29% 2.82%	3,503,262 219,823 1,892,974	99.75% 12.12% 10.91%	8,748 1,593,900 15,461,015
CCIP GL Wrap CM Contingency Base GMP	0 29,747,613 501,983,058	0.00% 4.83% 81.53%	4,754,575 -1,612,349 -24,864,344	4,754,575 28,135,265 477,118,714	0.77% 4.57% 77.47%	4,754,575 0 55,078,949	100.00% 0.00% 11.54%	28,135,265 422,039,764
Other GMP Items (Including all mark ups) P-Lot Park (allowance) Storm water Drainage Culvert	10,000,000 3,475,000	1.62% 0.56%	0	10,000,000 3,475,000	1.62% 0.56%	0	0.00% 0.00%	10,000,000 3,475,000
Subtotal Total GMP (Clark)	13,475,000 515,458,058	2.19% 83.72%	0 -24,864,344	13,475,000 490,593,714	2.19% 79.66%	55,078,949	0.00% 11.23%	13,475,000 435,514,764
Direct Purchase Tax Savings Total Net GMP	-6,000,000 509,458,058	-0.97% 82.74%	0 -24,864,344	-6,000,000 484,593,714	-0.97% 78.68%	-1,653,181 53,425,768	27.55% 11.02%	-4,346,819 431,167,94 5
Direct Purchases	0	0.00%	29,197,031	29,197,031	4.74%	2,701,915	9.25%	26,495,117
GMP + Direct Purchases	509,458,058	82.74%	4,332,687	513,790,745	83.43%	56,127,683	10.92%	457,663,062
Owner's Cost								
City Staffing & Expenses	1,561,000	0.25%	793,318	2,354,318	0.38%	894,190	37.98%	1,460,128
Consultant Fees (SAG)	1,047,725	0.17%	o	1,047,725	0.17%	766,291	73.14%	281,434
Owner's Rep (Hill)	5,585,673	0.91%	اه	5,585,673	0.91%	749,742	13.42%	4,835,931
Design Fees (Fentress)	26,669,442	4.33%	o	26,669,442	4.33%	21,191,441	79.46%	5,478,001
Owner's Cost Estimator (US Cost)	400,030	0.06%	66,448	466,478	0.08%	386,371	82.83%	80,107
Pre GMP CM Fee (Clark)	2,594,073	0.42%	o	2,594,073	0.42%	1,556,444	60.00%	1,037,629
Testing & Inspections	2,328,943	0.38%	o	2,328,943	0.38%	157,009	6.74%	2,171,935
Permit & Plan Reviews	2,400,000	0.39%	0	2,400,000	0.39%	1,677,277	69.89%	722,723
Other	847,041	0.14%	4,070,978	4,918,019	0.80%	535,841	10.90%	4,382,178
Public Art (AIPP)	6,900,000	1.12%	160,797	7,060,797	1.15%	7,060,797	100.00%	0
MBCC FF&E	6,830,945	1.11%	0	6,830,945	1.11%	О	0.00%	6,830,945
Insurance:								
OCIP GL Wrap	9,000,000	1.46%	-9,000,000	0	0.00%	0		0
Builder Risk/Building (net)	1,600,000	0.26%	-450,000 ⁵	1,150,000	0.19%	2,587,503	225.00% ¹	-1,437,503
Professional Liability Umbrella	1,000,000	0.16%	-382,117	617,883	0.10%	617,883	100.00%	0
Carl Fisher Renovation Allowance	2,500,000	0.41%	0	2,500,000	0.41%	1,614	0.06%	2,498,386
Subtotal Total <u>Without</u> Owner's Contingency	71,264,872 580,722,930	11.57% 94.32%	-4,740,576 -407,839	66,524,296 580,315,041	10.80% 94.23%	38,182,401 94,310,084	57.40% 16.25%	28,341,895 486,004,957
Owner's Contingency	35,000,000	5 690/	555,338	35 555 330	5 77 0/	٦	0.000/	25 555 222
Total Owner's Contingency	35,000,000	5.68% 5.68%	555,338	35,555,338 35,555,338	5.77% 5.77%	0	0.00%	35,555,338 35,555,338
Total Budget With Owner's Contingency	\$615,722,930	100.00%	\$147,449 ²	\$615,870,379	100.0%	\$94,310,084	15.31%	\$521,560,295

- 1: The property insurance portion of the Builders Risk policy to be reimbursed \$2,000,004 by CMB Risk Dept.
- 2: The bond offering resulted in additional proceeds that were not included in the original budget.
- 3: A portion of the savings from insurance was allocated to AiPP to provide for actual costs. Pursuant to Sec. 82-587 of the CMB Code, the total amount allocated to AiPP has been transferred to the Art in Public Places Fund.
- 4: The remaining insurance savings is temporarily allocated to "Other" until other budget line items are refined.
- 5: Insurance Savings as a result of implementing a CCIP (Contractor Controlled Insurance Program) rather than an OCIP (Owner Controlled Insurance Program)
- 6: A portion of the savings from insurance was allocated to City Staffing to cover costs from Fiscal Year 2014 through December 2018. The previous budget estimate included only Fiscal Years 2015 through part of 2018.
- 7: Additional Cost Estimating services to support GMP reconciliation negotiations with Construction Manager Clark Construction.
- 8: Savings from Clark Bond on Direct Purchases executed to date. These savings are added to Owner's Contingency.
- 9: See detail in Memo Narrative under Owner's Costs.

EXHIBIT C



Project: #113451 - Miami Beach Convention Center Project Code: 2015-29028 Contractor(s): Multiple Crafts

CLARK - #113451 - MIAMI BEACH CONVENTION CTR LOCAL WORKER UTILIZATION REPORT BY PROJECT

1,527.00 0.63 % \$31,806.47 \$31,431.05 2 1124,751.60 51.79 % \$2,483,274.34 \$2,296,985.63 31 114,583.24 47.57 % \$3,189,934.99 \$2,867,592.09 23 61,182.43 25.40 % \$960,809.04 \$938,671.18 11 0 0 % 0 0 0 0 91.00 0.04 % \$2,542.52 \$2,283.52 0 83,703.68 34.75 % \$1,912,657.89 \$1,811,209.68 5 24,856.38 10.32 % \$20,26,976.25 \$1,785,060.81 32 234,156.09 97.22 % \$134,567.70 \$121,567.15 0 6,705.75 2.78 % \$134,567.70 \$121,567.15 0 240,861.84 \$5,705,015.80 \$5,196,008.77 56	Area	Total Number of Workers	% of Total Workers	Total Hours Worked	% of Total Hours Worked	Wages w/ Benefits	Wages w/o Benefits	Number of Apprentices	Number of Journeymen	Number of Foreman	Number of Owner Operators	Number of Super
Signary Total Employees 1,329 Table 20, 10, 10, 10, 10, 10, 10, 10, 10, 10, 1												
Beach	Zp Lists					en e	Company of the Compan			A second		
Milamii Beach 11 0.83 % 1,527,00 0.63 % \$31,431.05 2 Milamii Dade Countly 782 58.84 % 124,751.60 51.79 % \$2,483,274.34 \$2,286,985.63 31 Employees Not in Specified Zip Lists 536 40,33 % 114,583.24 47.57 % \$3,189,934.99 \$2,286,582.09 23 African American 304 22.87 % 61,182.43 25.40 % \$96,809.04 \$398,671.18 11 Native American American 0 0% 0 0% 0 <th></th>												
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-American 0 0% 0 0% 0 <th< td=""><th>African American</th><td>304</td><td>22.87 %</td><td>61,182.43</td><td>25.40 %</td><td>\$960,809.04</td><td>\$938,671.18</td><td>11</td><td>293</td><td>0</td><td>0</td><td>0</td></th<>	African American	304	22.87 %	61,182.43	25.40 %	\$960,809.04	\$938,671.18	11	293	0	0	0
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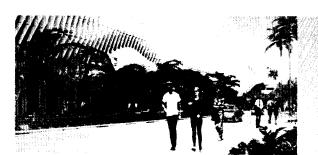


EXHIBIT D





Public Information Officer, Anneleise M. Sanchez

Social Media Posts for April 2016: Twitter/Facebook

Going to an event at
TheMiamiBeachCC? Halls C & D are
open during this phase of
construction. MBCCFuture



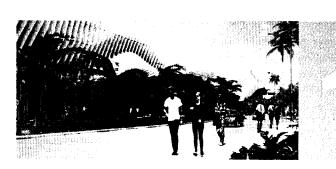
Posted on Twitter April 16, 2016



Update: Halls A&B have completed demolition stage & now installing new ceilings, plumbing & electric "MBCCFuture



Posted on Twitter April 16, 2016





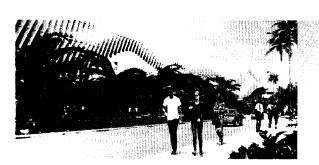


Welcome @eMergeAmericas to #MBCCFuture



4118 16 9.45 AM

Poster on Twitter April 18, 2016

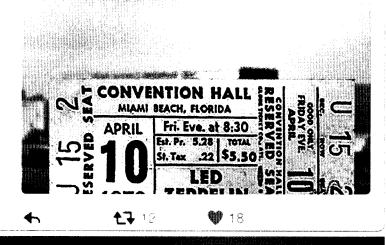




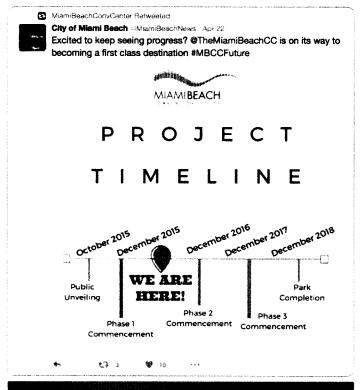


City of Miami Beach @MamiBeac.

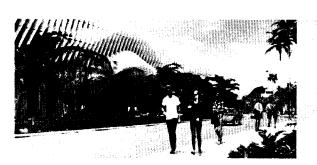
. @ledzeppelin had a sold-out show at @TheMiamiBeachCC in 1970 for a total of \$5.50 per ticket! #MBCCFuture



Posted on Twitter April 18, 2016



Posted on Twitter April 22, 2016







City of Miami Beach with a millionic Did you know in 1964, Jackie Gleason moved his show to @TheMiamiBeachCC? **#TBT #MBCCFuture**



1

Posted on Twitter April 28, 2016



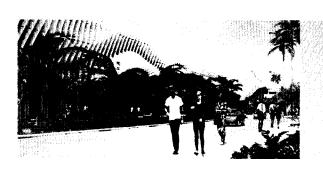
City of Miami Beach @MiamiBeac... 4/28/16 We're #GoingGreen at @TheMiamiBeachCC #MBCCFuture #MBRisingAbove

Our new design

Trades over 7 acres of pavement for usable green spaces that absorbs storm water.



Posted on Twitter April 28, 2016



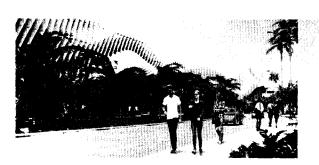




City of Miami Beach @MiamiBeac... 4/28/16
The traffic shift along Washington Ave will continue to be 1 NB & 1 SB travel lane in each direction #MBCCFuture



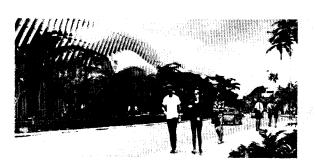
Posted on Twitter April 28, 201













Newsletter & Infographic: Sent Through Constant Contacts

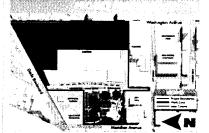
Miami Beach Convention Center Renovation & Expansion





East Facade Improvements are in Progress!

Update on Washington Avenue Traffic Shift



MBCC in Motion!



Construction Update

- og attractional phosp part cast webles as well as give

- Tris schedule is subject to change due to weather, special events, or unfor circumstances.

97.00 1	or humas –	

DATE:	LOCATION:	EVENT NAME.
· 4/18/2016 - 4/20/2016	MBCC	eMerge Americas Technology Conference
- 5/10/2016 - 5/13/2016	MBCC	Massan & Objet Design Show
- 5/20/2016 - 5/22/2016	MBCC	South Florida Boar Show
- 6/6/2016 - 6/9/2016	MBCC	(E Micani
- 6/10/2016-6/12/2016	MBCC	World Vapor Expo
7/1/2016-7/4/2016	MBCC	Flanda Supercon



In 1964, Michammad Air defeated Sunny Liston for his first Heovyweight Champsonotra at the

Miami Beach Rising Above

MBCC COMBATS SEA-LEVEL RISE

The MBCC Reimagined plans are addressing sea-level rise by raising the following critical building systems above the proposed new flood level:



Emergency generators, building communication systems, electrical switchgear and panels, and emergency responder radio reinforcement systems.





To reduce storm water runoff, the new design removes over seven acres of pavement and hardscape, and replaces it with usable green spaces that absorb storm water, an increase to the overall pervious area of the campus by 245 percent.

esti Maria





Two on-site storm water pump stations are being proposed with the capacity to each pump 80,000 gallons per minute. Pollution control devices will be placed at each station. which will discharge into Collins Canal. These stations will be used to manage drainage in the City Center area.